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REVISION:
ADDITION OF CONSENT II-15 WAA BOARD OF BIDS

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 14, 2014

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 January 7, 2014

AWARDS AND PROCLAMATIONS

-- Proclamation:

T-95 Radio Anniversary Week

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. Reverend Michael Poage - Decision of Concealed Carry of Guns in Wichita.

2. Dr. Gretchen Eick - Concealed Carry Decision by the Wichita City Council.

3. Mike Shatz - Police Accountability.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 15)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Appeal from Revocation of Animal Maintenance Permit #27405 Animal Cruelty at 4824 N. Salina. (District VI)

   RECOMMENDED ACTION: Uphold the decision to revoke the AMP of Ms. Walker and restrict her from maintaining any livestock on the property for a period of 24 months. Ms. Walker may re-apply for an AMP after the 24 month restriction has expired.

2. Petition to Renovate Building Facade at 623 West Douglas. (District IV)

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

3. Renewal of Transient Guest Tax.

   RECOMMENDED ACTION: Place the charter ordinance on first reading renewing the transient guest tax until January 14, 2034.

4. Tourism Business Improvement District.

   RECOMMENDED ACTION: Receive and file the District Planning Committee Report, adopt the resolution of intent, and set the public hearing.

5. First Amendment to Consent Order CASE NO. 13-E-1 BOW; Kansas Department of Health and Environment.

   RECOMMENDED ACTION: Approve the amendment to Consent Order CASE NO. 13-E-1 BOW and authorize the necessary signatures; authorize issuance of Requests for Proposals and the funding necessary to complete the improvement projects in accordance with the Schedule of Compliance contained in the First Amendment to the Consent Order.

(10:00 a.m. or soon thereafter)

6. General Obligation Bond and Note Sales.

   RECOMMENDED ACTION: 1) Award the sale of each series of the Bonds and Notes to the best bidder for such series, subject to approval of the final sizing terms by the City Manager, his designee or the Director of Finance; 2) pass the Bond Ordinances on a Declaration of Emergency basis; and 3) adopt the Bond and Note Resolutions.

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

1. Approval of travel expenses for Mayor Carl Brewer, Council Member Jeff Blubaugh, Council Member James Clendenin, and Council Member Lavonta Williams to attend the League of Kansas Municipalities (LKM) City Hall Day in Topeka, Kansas, February 5, 2014.

   RECOMMENDED ACTION: Approve the expenditures.

2. Approval of travel for Council Member Jeff Longwell to attend the 13th Annual KS State Workforce Summit 2014 in Topeka, Kansas, January 22-24, 2014. All expenses will be covered by the Workforce Alliance.

   RECOMMENDED ACTION: Approve the travel.

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.
   a. Report of Board of Bids and Contracts dated January 13, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption on Premises)
J Larry Fugate	Pizza Hut**	333 East 47th Street
Edwin S Goyne	Arthur B Sim Golf Course**	2020 West Murdock

Renewal	2014	(Consumption off Premises)
Dhaval Patel	Valero***	2849 West 13th North
Andrea Lazenby	Wal-Mart #1221***	6110 West Kellogg Drive

   **General/Restaurant (need 50% or more gross revenue from sale of food)
   ***Retailer (Grocery stores, convenience stores, etc.)

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

3. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Wichita Symphony Orchestra's Young People's Concerts Bus Parking. (District I)

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

5. Agreements/Contracts:
   a. Supplemental Agreement No. 5 for Kellogg, Cypress to Wiedemann. (District II)

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

6. Minutes of Advisory Boards/Commissions

   Wichita Employees' Retirement System, November 20, 2013
   Police and Fire Retirement System, November 20, 2013

   RECOMMENDED ACTION: Receive and file.

7. Contracts and Agreements for December 2013.

   RECOMMENDED ACTION: Receive and file.

8. Notice of Intent to Use Debt Financing Amendment - Renovation of 1801 Airport Road - Wichita Mid-Continent Airport.

   RECOMMENDED ACTION: Adopt the Amending Resolution and authorize the necessary signatures.

9. Approval to Submit an Application for Environmental Protection Agency Brownfields Assessment Grant for the Former Railroad/Pearl Street Corridor in Delano. (District VI)

   RECOMMENDED ACTION: Approve the submittal of a Brownfields Assessment Grant application to the EPA for the former railroad/Pearl Street corridor in the Delano Neighborhood and authorize the necessary signatures.

10. Chisholm Creek Park Federal Lands Access Program (FLAP) Grant Acceptance. (District I)

    RECOMMENDED ACTION: Accept the increased FLAP grant commitment and authorize the necessary signatures.

11. HOME Program - Housing Development Loan Program Funding. (Districts III and VI)

    RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

12. Broker for the Sale by Auction of City-owned Land Near 159th Street East and 85th Street North.

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

13. Second Reading Ordinances: (First Read January 7, 2014)

    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.

None

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. *Renovations to 1801 Airport Road - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adjust the project budget, approve the supplemental agreement, and authorize the necessary signatures.

15. *WAA Report of Board of Bids and Contracts dated January 13, 2014.

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

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Appeal from Revocation of Animal Maintenance Permit #27405
Animal Cruelty at 4824 N. Salina (District VI)

INITIATED BY: Wichita Police Department – Animal Services

AGENDA: New Business

Recommendation: Uphold the decision of Captain Troy Livingston, the designee of the Chief of Police, to revoke Animal Maintenance Permit (AMP) Number 27405 due to violations of Animal Maintenance Permit Administrative Regulations and violations of Chapter 6 of the City Code.

Background: Citizens are allowed to keep horses in the City and must comply with provisions of the City Code. Clara Walker, the resident at 4824 N. Salina, Wichita, Kansas is appealing the decision made by the designee of the Chief of Police, Captain Troy Livingston, to revoke the Animal Maintenance Permit of Ms. Walker due to the history of violations of Chapter 6 of the City Code, Administrative Regulations associated with maintaining an Animal Maintenance Permit in the City of Wichita, and inhumane treatment of a horse found to be in her care on November 20, 2013.

Ms. Walker originally obtained the Animal Maintenance Permit on April 30, 2009. Since the original issuance of the AMP, Ms. Walker was found to have violated the terms of this permit by having more animals than authorized on at least three occasions.

On November 20, 2013, the Animal Services section of the Wichita Police Department received a complaint about the condition of a horse on Ms. Walker's property. Detective Woodrow, #1995, observed and noted in her report the dire physical condition of this horse and the unsatisfactory conditions in which this and other horses were being kept. It was revealed that the horse in question had been given to Ms. Walker by a neighbor approximately three months earlier. Detective Woodrow, after obtaining a valid warrant, caused the horse to be removed from the property for examination by a licensed veterinarian. The veterinarian examined the horse and rated it in a "1/Poor" condition. This rating is the lowest possible rating under the Heineke Scale; the industry recognized scale for rating the physical conditions of equine. The horse was later transferred to the Hope in the Valley Rescue Shelter.

A review of the history of this address revealed that, in addition to this latest incident concerning this animal, numerous violations of the City Code and Administrative Regulations had occurred regarding this property. Captain Livingston sent notice to Ms. Walker on December 5, 2013 advising her that her AMP was immediately revoked due to these facts. Ms. Walker, pursuant to 6.04.210, appealed this decision to the City Council stating that she had not violated the City Code.

Analysis: City Code Section 6.04.010 defines inhumane treatment as "any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from the weather. . . ." Code Section 6.04.035 defines cruelty to animals as follows: "(a) It is unlawful for any person to commit the crime of cruelty to animals. Cruelty to animals is: . . . (2) Knowingly abandoning or leaving any animal in any place without provisions for its proper care. (3) Having physical custody of any animal and knowingly fails to provide adequate care, such as food, potable water, protection from the elements. . . and other care as is needed for the health or well-being of such kind of animal. . . ." Ms. Walker has

violated Code Section 6.04.157(5)(k) by adding or replacing an animal under the issued permit. In addition, Ms. Walker has also violated Code section 6.04.040 by allowing animals to run at large and Code section 6.04.060(a)(2); allowing an animal to bite or attack. Revocation of the AMP is permitted under Code Section 6.04.159 due to the holder having violated provisions of Title 6, terms of the permit, and humane standards of care not being met by the permitee. The revocation of this permit is valid and necessary under the provision of the City Code for the humane treatment of animals.

Financial Considerations: None.

Legal Considerations: This hearing by City Council shall be a de novo quasi-judicial proceeding from which further appeal may be taken to the district court according to Section 6.04.210 of the City Code. Applicable ordinances and procedures have been reviewed by Law.

Recommendations/Actions: It is recommended that the City Council uphold the decision to revoke the AMP of Ms. Walker and restrict her from maintaining any livestock on the property for a period of 24 months. Ms. Walker may re-apply for an AMP after the 24 month restriction has expired.

Attachments:
AMP Application
Letter from Veterinarian
Letter of Revocation
Applicable sections of City Code
Photos of the horse and property

Decision to Appeal Notice to revoke Animal Maintenance Permit, for non-violation of city code.

RECEIVED
DEC 17 '13
CITY CLERK OFFICE

4824 W. Clara
Walker
Salina
Wichita KS
(316) 831-9888

Per 27405

CITY OF WICHITA

RECEIVED
DEC 17 '13
CITY CLERK OFFICE

Police Department

Clara Walker
4824 N. Salina
Wichita, Ks. 67204

December 05, 2013

Re: Animal Maintenance Permit #27405

Dear Ms. Walker,

This letter serves as written notice that after review of the above referenced Animal Maintenance Permit and as a result of recent inspections of your property by the Wichita Police Department it has been determined that you are in violation of city code(s) and administrative regulations pertaining to maintaining an Animal Maintenance Permit in the City of Wichita. Therefore effective immediately your Animal Maintenance Permit #27405 has been revoked as stipulated in your Animal Maintenance Permit application (attached). You may re-apply for an Animal Maintenance Permit 24 months from the date of this notification.

You are hereby instructed to immediately comply with Wichita City Code by removing all livestock animals from your property and reducing the number of dogs on your property to no more than two. Failure to do so will result in further legal action.

I have included a copy of Wichita City Code pertaining to revocation of Animal Maintenance Permits and your right of appeal.

You have ten business days from the date of this notification to comply with this notice, or appeal this decision before the Wichita City Council.

Capt. Livingston #1684

Captain Troy D. Livingston
Acting Deputy Chief
Wichita Police Department

Norman D. Williams
Chief of Police
Wichita Police Department

CITY OF
WICHITA

Police Department

Sec. 6.04.159. Revocation or suspension of license or permit.

(a) The Chief of Police or designee, upon written notice to the licensee or permit holder, shall have the authority to suspend or revoke any permit, license or variance granted by the Chief of Police or designee for one or more of the following reasons:

(1) Violation by the licensee or permit holder of the provisions of this title, the Kansas Pet Animal Act, or other state or federal laws relating to the care and maintenance of animals.

(2) Obtaining the license or permit by fraudulent conduct, false statements or has otherwise made a material misrepresentation of fact in the application.

(3) Upon inspection, the Supervisor of Animal Control or designee observes premises which are not in a clean and sanitary condition in compliance with the health standards set forth in this title.

(4) The licensee or permit holder has violated any terms or conditions of the license, permit or variance.

(5) The animal's place of keeping constitutes a nuisance to the surrounding neighbors;

(6) Humane standards of care are not being met by the permittee;

(7) A violation of Unified Zoning Code has occurred;

(8) The licensee or permit holder had provided false information in their application.

(9) The licensee or permit holder has had a license issued by the State of Kansas pursuant to the Kansas Pet Animal Act or any other governmental agency related to the care of animals suspended or revoked.

(10) The licensee or permit holder cannot be contacted for an inspection within two weeks of an initial request for an inspection of such premises or the licensee or permit holder refuses the animal control officer access for an inspection.

(b) Individuals aggrieved by the suspension or revocation of any permit, license or variance may appeal to the City Council within ten days of the notice of such decision as set forth in section 6.04.210 of this Code.

(c) An appeal taken from an order of suspension or revocation shall not suspend the order of suspension or revocation during the pendency of such appeal.

(d) For the purposes of subsection (a) above, written notice shall be deemed sufficient upon the mailing of the notice to the applicant for the permit or license on file in the Office of the City Treasurer.

Sec. 6.04.210. Appeal from Chief of Police or designee's rulings.

Unless otherwise specified, any person dissatisfied with any order or determination of the Chief of Police or designee made under his or her authority pursuant to this chapter may appeal such order or determination to the City Council. An appeal shall be a de novo quasi-judicial proceeding from which further appeal may be taken to the District Court. An appeal must be filed with the City Clerk no more than ten business days from the date of the written order appealed from. The City Council will hear the appeal no later than 30 days from the filing of such appeal.

SECTION 6 – REQUIREMENTS

1. Applicant must furnish all required documentation before application will be accepted.
2. Applicant must provide proof of current rabies vaccine for all dogs and cats. Vaccination must be administered by a licensed veterinarian per City Code requirements as specified in 6.04.110 of the City Code. Applicant must provide proof of current dog licenses as required in Chapter 6.04 of the code of the City of Wichita.
3. Not more than one head of livestock shall be kept for each acre of unbuilt land area. Enclosures for large animals must be 200 feet from adjacent dwellings and twenty feet from the property line. Stables, coops, pens and other structures for the housing of animals shall comply with all zoning requirements of the City of Wichita-Sedgwick County Unified Zoning Code. Enclosures for smaller animals must be ten feet from the property line if located within fifty feet of an adjacent dwelling.
4. Per Wichita/Sedgwick Co. Unified Zoning Code and Chapter 6.04 of the City Code, it is unlawful to breed and sell animals in residentially zoned areas in the City. Issuance of this Permit does not authorize the Permit Holder to breed or sell animals. A separate Breeder's License application must be submitted to permit breeding and sale of animals.
5. Applicant must comply with all City of Wichita and State of Kansas ordinances, statutes, and regulations pertaining to the care, maintenance, keeping, and management of domestic animals.

I have read and understand the above requirements pertaining to the acquisition of an Animal Maintenance Permit and agree to comply with all requirements set forth by applicable ordinances and policies established by the City of Wichita. I agree to allow the Chief of Police or their designee, access to the property where my animals are owned, kept, or harbored for the purpose of inspection and verifying compliance with the regulations and ordinances pertaining to proper animal care and maintenance. If I am granted an Animal Maintenance Permit, I understand that failure to comply with the regulations set out in Chapter 6.04 of the Code of the City of Wichita may result in my permit being revoked for a minimum of 24 months. If revoked, I will not be eligible for any refund of the fees assessed for said permit. I also understand that, in addition to revocation of my permit, violation of any of the provisions, requirements, or conditions of this permit mandated by the City of Wichita may result in legal action taken against me.

I certify that I have not had a license revoked or suspended by the Kansas Department of Agriculture or a City breeder's license or animal maintenance permit revoked within the last 18 months. Furthermore, I certify that I have not violated any applicable city, state or federal regulations pertaining to the care and control of animals and maintenance of my property.

Clara H. Walker
Signature of Owner

March 6 20-13
Date

FOR OFFICIAL USE ONLY		
ANIMAL CONTROL ID#:	APPROVED ☐ NOT APPROVED ☐	DATE:
License Number: 27405	Date: 3-7-13	Expiration Date: 4-30-14

RABIES VACCINATION CERTIFICATE

NASPHV Form 51

PRINT - use ballpoint pen or type

Rabies Tag Number: 2541

Owner's Name & Address

Last: Walker First: Clara M.I.:

Telephone: 831-9888

No. 4824 Street: Salina City: Wichita State: KS Zip: 67204

SPECIES: Dog [X] Cat [ ] Other [ ] Please specify

SEX: Male [ ] Female [X] Neutered [X]

AGE: 3 mo. - 12 mo. [ ] 12 mo. or older [X]

SIZE: Under 20 lbs. [X] 20 - 50 lbs. [ ] Over 50 lbs. [ ]

PREDOMINANT BREED: Schnauzer

COLORS: Silver Spotted

NAME: Benji

DATE VACCINATED: 6/18/12 (Month Day Year)

VACCINATION EXPIRES: 6/18/13 (Month Day Year)

PRODUCER: MER (First 3 letters)

1 yr. Lic. / Vaccine [X]

3 yr. Lic. / Vaccine [ ]

Vaccine Serial (Lot) No.

VETERINARIAN:

Veterinarian's #:

SWEETBRIAR VETERINARY CLINIC
2070 W. 21st Street
Wichita, KS 67203
(316) 838-0861

Veterinarian's Signature

Address: P.D. Burford DVM

Today your pet was vaccinated against: DATE 6/18/12

CANINE:
- [X] Rabies
- [X] Distemper
- [ ] Hepatitis / Adenovirus Type 2
- [ ] Parainfluenza
- [ ] Leptospirosis
- [ ] Parvovirus
- [ ] Coronavirus
- [ ] Bordetella
- [ ] Lyme
- [ ] Other

FELINE:
- [ ] Rabies
- [ ] Rhinotracheitis
- [ ] Calicivirus
- [ ] Panleukopenia
- [ ] Chlamydophila
- [ ] Leukemia
- [ ] Other

FERRET:
- [ ] Rabies
- [ ] Canine Distemper
- [ ] Other

MERIAL
A SANOFI COMPANY

RABIES VACCINATION CERTIFICATE

NASPHV Form 51

PRINT - use ballpoint pen or type

Rabies Tag Number: 2631

Owner's Name & Address

Last: Walker First: Clara M.I.:

Telephone: 831-9888

No. 4824 Street: Salina City: Wichita State: KS Zip: 67204

SPECIES: Dog [X] Cat [ ] Other [ ] Please specify

SEX: Male [X] Female [ ] Neutered [X]

AGE: 3 mo. - 12 mo. [ ] 12 mo. or older [X]

SIZE: Under 20 lbs. [X] 20 - 50 lbs. [ ] Over 50 lbs. [ ]

PREDOMINANT BREED: min pin X

COLORS: tri

NAME: Meanus

DATE VACCINATED: 7/2/12 (Month Day Year)

VACCINATION EXPIRES: 7/2/13 (Month Day Year)

PRODUCER: MER (First 3 letters)

1 yr. Lic. / Vaccine [X]

3 yr. Lic. / Vaccine [ ]

Vaccine Serial (Lot) No.

VETERINARIAN:

Veterinarian's #:

SWEETBRIAR VETERINARY CLINIC
2070 W. 21st Street
Wichita, KS 67203
(316) 838-0861

Veterinarian's Signature

Address: P.D. Burford DVM

Today your pet was vaccinated against: DATE 7/2/12

CANINE:
- [X] Rabies
- [X] Distemper
- [ ] Hepatitis / Adenovirus Type 2
- [ ] Parainfluenza
- [ ] Leptospirosis
- [ ] Parvovirus
- [ ] Coronavirus
- [ ] Bordetella
- [ ] Lyme
- [ ] Other

FELINE:
- [ ] Rabies
- [ ] Rhinotracheitis
- [ ] Calicivirus
- [ ] Panleukopenia
- [ ] Chlamydophila
- [ ] Leukemia
- [ ] Other

FERRET:
- [ ] Rabies
- [ ] Canine Distemper
- [ ] Other

MERIAL
A SANOFI COMPANY

CITY OF WICHITA

RECEIVED
LICENSE
MAY 05 2009

DOMESTIC ANIMAL MAINTENANCE PERMIT APPLICATION

Residential $20.00 [X] Commercial $50.00 [ ] Industrial $100.00 [ ]
Agricultural $50.00 [ ] Agricultural (bee keeping only) $20.00 [ ]
Expires annually April 30

CITY LICENSE (316) 268-4553
455 N. MAIN Wichita, KS 67202
www.wichita.gov

4 horses / 5 acres

SECTION 1-OWNER INFORMATION only 2.69 acres

Name of Owner Clara R Walker	Phone Number 831 9888
Address of Owner 4824 Salina	
City State Zip Wichita Kans	
Address where animals will be kept (if different from owners address): 4524 Salina	
List the Name, Type, Breed, Color, Sex and Rabies Vaccination date:	
#1 NAME:	**#2 NAME:**
TYPE/BREED:	TYPE/BREED:
COLOR:	COLOR:
SEX:	SEX:
RABIES VACC. DATE (FOR DOGS / CATS):	RABIES VACC. DATE (FOR DOGS / CATS):
#3 NAME:	**#4 NAME:**
TYPE/BREED:	TYPE/BREED:
COLOR:	COLOR:
SEX:	SEX:
RABIES VACC. DATE (FOR DOGS / CATS):	RABIES VACC. DATE (FOR DOGS / CATS):

REQUIREMENTS:

1. Applicant must furnish all required documentation before application will be accepted.
2. Applicant must provide proof of current annual rabies vaccine for all dogs. Vaccination must be administered by a licensed veterinarian within the 12 month period prior to applying for this license. Applicant must provide proof of current licenses as required in Chapter 6.04 of the code of the City of Wichita.
3. Applicant must comply with all City of Wichita and State of Kansas ordinances, statutes, and regulations pertaining to the care, maintenance, keeping, and management of domestic animals.

I have read and understand the above requirements pertaining to the acquisition of a Domestic Animal Maintenance Permit and agree to comply with all requirements set forth by applicable ordinances and policies established by the City of Wichita. I agree to allow the Health Officer or their designee, access to the property where my animals are owned, kept, or harbored for the purpose of inspection and verifying compliance with the regulations and ordinances pertaining to proper animal care and maintenance. If I am granted a Domestic Animal Maintenance Permit, I understand that failure to comply with the regulations set out in Chapter 6.04 of the Code of the City of Wichita may result in my permit being revoked for a minimum of 24 months. If revoked, I will not be eligible for any refund of the fees assessed for said permit. I also understand that, in addition to revocation of my permit, violation of any of the provisions, requirements, or conditions of this permit mandated by the City of Wichita may result in legal action taken against me.

Clara R Walker — Signature of Owner

Date 3-17 2009

FOR OFFICIAL USE ONLY

	Approved	Disapproved	Date
Animal Services			
Environmental Services	[illegible]		4/30/09
License Number 27405	Date Issued		Expiration Date 04-30-10

(02/2008)

[illegible] 3-12-09

CITY OF WICHITA
POLICE DEPARTMENT – ANIMAL CONTROL SECTION
3303 N. HILLSIDE – WICHITA, KS. 67219
316-350-3360 – 316-350-3372(FAX) - www.wichita.gov

Drew Bessy 350-3362

RECEIVED LICENSE
MAR 07 2013

ANIMAL MAINTENANCE PERMIT APPLICATION

Submit application, required documentation & payment to:
Allow 30 days for processing

Wichita City Hall
455 N. Main - Express Office 1st Floor
Wichita Ks. 67202
316-268-4553

Indicate Type of Animals Maintained at Property - *No more than three types of animals allowed on premises.*

- ☐ Dogs (3-4, No more than 2 Un-spayed females) = $25.00
- ☐ Rabbits (4-12) = $25.00
- ☐ Fowl (4-12)(25 pigeons) = $25.00
- ☐ Cattle (1 per acre) = $100.00
- ☐ Goats (Nannies only, 1 per acre) = $100.00
- ☐ Other (3-25 fur-bearing animals) = $100.00
- ☐ Cats (3-4) = $25.00
- ☐ Pig (1 Neutered, Miniature Vietnamese Pot-Belly) = $25.00
- ☐ Horses (1 per acre) = $100.00
- ☐ Sheep (1 per acre) = $100.00
- ☐ Ratites (1 per acre) = $100.00

NOTE: *Cost of permit is based on the single highest priced permit fee for the selected types of animal on premises.*

SECTION 1 – OWNER INFORMATION

Name of Owner: Clara A Walker
Date of Birth: 9.10-29 year.
Phone Number: 831-9888
Address of Owner: 4824 Salina
City / State / Zip: Wichita Kans. 67204
Address where animals will be kept (if different from owners address):
Lot size of premises where animals are maintained:
Total sq. ft
Fenced yard? Yes ☒ No ☐
Fenced run? Yes ☒ No ☐

SECTION 2 – VETERINARIAN INFORMATION

Veterinarian Name: Philip Burford
Clinic Name: Sweetbriar Veterinary Clinic
Address: 2070 W. 21st St.
Phone: (316) 838-0861

SECTION 3 – ANIMAL INFORMATION & RABIES VACCINATION STATIS

#1 Name: Meanas
Type/Breed: Wienie Dog.
Color: Black, tan with white Blaze
Sex: Male ☒ Neutered ☒ Female ☐ Spayed ☐
Rabies Vaccination Date:
Microchip #:

#2 Name: Lengie
Type/Breed: Snoozer.
Color: Spotted
Sex: Male ☐ Neutered ☐ Female ☒ Spayed ☒
Rabies Vaccination Date:
Microchip #:

#3 Name:
Type/Breed:
Color:
Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐
Rabies Vaccination Date:
Microchip #:

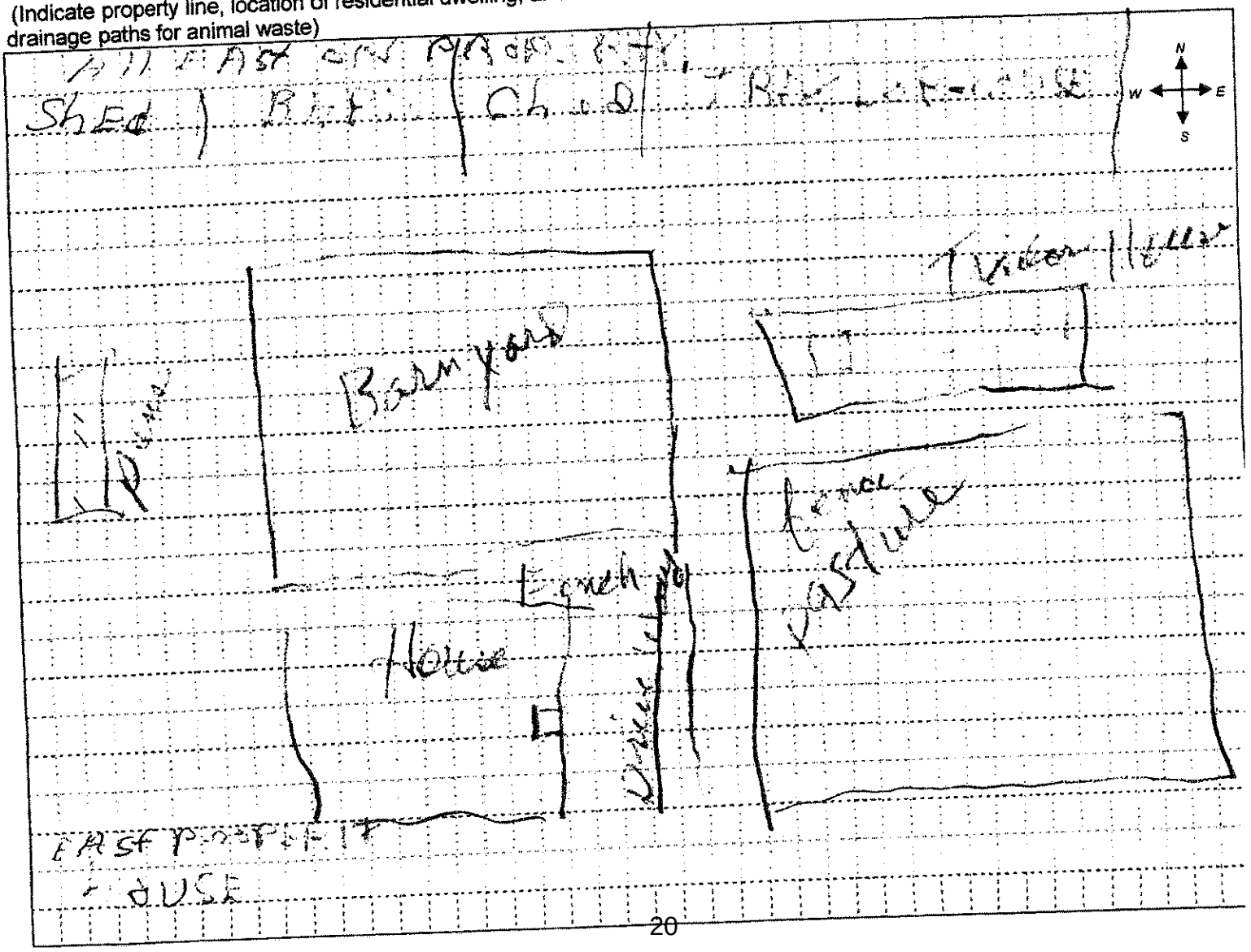
#4 Name:
Type/Breed:
Color:
Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐
Rabies Vaccination Date:
Microchip #:

SECTION 4 – ADDITIONAL INFORMATION (If more than four animals, list additional information)

#5 Name:	**#6** Name:
Type/Breed:	Type/Breed:
Color:	Color:
Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐	Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐
Rabies Vaccination Date:	Rabies Vaccination Date:
Microchip #:	Microchip #:
#7 Name:	**#8** Name:
Type/Breed:	Type/Breed:
Color:	Color:
Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐	Sex: Male ☐ Neutered ☐ Female ☐ Spayed ☐
Rabies Vaccination Date:	Rabies Vaccination Date:
Microchip #:	Microchip #:

SECTION 5 – DRAWING OF PROPERTY

(Indicate property line, location of residential dwelling, animal shelter, fencing and show animal waste storage area and drainage paths for animal waste)



City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Petition To Renovate Building Facade at 623 West Douglas (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the petition and adopt the resolution.

Background: Since 2001, the City of Wichita has operated the Facade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. In 2009, the Façade Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

Marcos Holdings, LLC has submitted the attached petition, as owner of 623 West Douglas, for special assessment financing under the Façade Program to finance exterior improvements to the building as part of a larger renovation project.

Analysis: The project is part of an acquisition and rehabilitation for the relocation of Visual Fusion design studio. The overall project includes a $375,000 acquisition and renovation, including extensive interior and exterior improvements to the building. The $165,000 facade project will include tuck-pointing the brick, new storefront windows and doors, and additional work to restore the building and meet ADA requirements. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined a financial need for incentives based on the current market.

The Office of Urban Development has also conducted a background check on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the attached resolution, which makes a finding that the project is advisable and sets a public hearing for February 4, 2014 to consider the adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. Once the ordinance is adopted and all other conditions are met, the property owner can cause the improvements to be built with the City paying the construction draws.

Financial Considerations: The façade project budget set forth in the petition is $135,000, financed by special assessments under the Façade Improvement Program. An additional amount of $30,000 is allocated from the grant funding component of the Facade Program, for a total of $165,000.

When completed, the project will be financed by taxable general obligation special assessment bonds, paid as to principal and interest with special assessments levied against the improved property and backed by the full faith and credit of the City of Wichita. Included in the bond issue amount will be a financing contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum

assessment is not exceeded. In addition, in lieu of a letter of credit, the owner will pay the construction costs until the façade project is complete and special assessments can be placed on the property.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. The form of the petition and resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Petition and resolution.

RESOLUTION NO. 14-019

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALL ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 623 WEST DOUGLAS AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING ABUTTING STREETS/RIGHT-OF-WAY, WEST DOUGLAS AVENUE, SOUTH OAK STREET AND AN EAST/WEST ALLEY 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 IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 623 WEST DOUGLAS AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING ABUTTING STREETS/RIGHT-OF-WAY, WEST DOUGLAS AVENUE, SOUTH OAK STREET AND AN EAST/WEST ALLEY IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Facade Improvements at 623 West Douglas abutting streets/right-of-way, West Douglas Avenue, south Oak Street and an east/west alley.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Sixty Five Thousand Dollars ($165,000) with **$135,000** payable by the improvement district and **$30,000** payable by the City at Large.

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:

> Lot 82 Chicago Now Douglas, in West Wichita Addition of Wichita, Sedgwick County, Kansas (commonly known as 623 West Douglas, Wichita, Kansas.)

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.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on February 04 2014, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of January, 2014.

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

FACADE IMPROVEMENT 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:

Lot 82 Chicago Now Douglas, in West Wichita Addition of Wichita, Sedgwick County, Kansas (commonly known as 623 West Douglas, Wichita, Kansas.)

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et. seq. as amended, as follows:

(a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of face improvements to the portion of 623 West Douglas that abuts public ways, including abutting streets/right-of-way, West Douglas Avenue, South Oak Street, and an east/west alley.

(b) That the estimated and probable cost of the foregoing improvement being One Hundred Sixty-Five Thousand Dollars ($165,000), exclusive of the cost of interest on borrowed money, with One Hundred Thirty-Five Thousand Dollars ($135,000) payable by the improvement district and Thirty Thousand Dollars ($30,000) payable by the City at Large.

(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 stage 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.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE

IMPROVEMENT DISTRICT

Lot 82 Chicago Now Douglas, in West Wichita Addition of Wichita, Sedgwick County, Kansas (commonly known as 623 West Douglas, Wichita, Kansas.)

[SIGNATURES FOLLOW ON PAGES BELOW]

Marcos Holdings, LLC

By: _____
Shadi Marcos, Member

State of Kansas)
County of Sedgwick)

Signed or attested before me on 9 by January, member, Marcos Holdings, LLC.

Janis Edwards 1-9-14
Notary Public (Date)

(Seal) NOTARY PUBLIC - State of Kansas
JANIS EDWARDS
My Appt Expires 12-19-14

My appointment expires: 12-19-2014

Agenda Item No. IV-3

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council Members

SUBJECT: Renewal of Transient Guest Tax

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the Charter Ordinance on first reading.

Background: Since November 1975, the City has assessed a transient guest tax to provide revenue to promote tourism within the City. Currently, the City collects $6.3 million in guest tax revenue annually. This revenue is used to fund capital improvements at Century II, as well as maintenance and other operating costs for the facility. Funding is also provided to Go Wichita to promote travel and tourism within the City of Wichita.

The current Charter Ordinance establishing the guest tax is set to expire on December 2, 2015. As discussed below, due to the number of amendments to the ordinance over time, it has become confusing and difficult to interpret. It is recommended that a new Charter Ordinance be passed incorporating all prior ordinances for clarification and simplicity. Additionally, it is recommended that the guest tax be extended for a period of 20 years.

Analysis: Based on K.S.A. 12-1692 et seq, passed by the Legislature in 1975, the City transient guest tax rate was initially two percent. In August 1980, the City Council passed Charter Ordinance No. 73 which exempted the City, pursuant to its Home Rule powers, from the Kansas Statutes, K.S.A. 12-1692 et. seq. regarding the establishment of transient guest taxes by local municipalities for hotel guests. At that time, the City Council approved the assessment of a four percent guest tax.

Since that time, the Charter Ordinance has been amended on six different occasions, with portions of the ordinance being repealed and replaced over time. In July 1982, the City Council passed Charter Ordinance 83, raising the tax rate to five percent. In 1990, the City Council passed Charter Ordinance No. 124, which added an additional one percent to the guest tax, bringing the total tax assessed to six percent. This is currently the amount being collected by local hotels. The amount of the tax has not been raised since that time.

In 1998, Charter Ordinance 174 was passed which reallocated distribution of the revenue collected and stated that Charter Ordinance No. 124, which raised the guest tax to six percent was "no longer in effect on December 2, 2015." The amendment and the City Council minutes do not clearly reflect whether it was Council's intention that the entire guest tax would sunset in 2015, or if it was the Council's intent that only the additional one percent increase in the guest tax would sunset.

Out of an abundance of caution, legal staff is recommending that the City Council take the proposed action and pass the Charter Ordinance which will clarify that the entire six percent guest tax will be extended until 2034. The proposed Charter Ordinance will consolidate all provisions of the guest tax into one ordinance which will simplfy and clarify its application for staff and constituents.

The ordinance establishes priorities for the dispersement of revenues from the taxes collected. Revenues will utilized according to the following priorities:

1. Servicing existing debt obligations incurred under prior ordinances.
2. Maintenance, expansion and re-construction of the Century II Complex.
3. Expansion and contruction of convention and tourism facilities.
4. Offsetting any operating losses at city owned convention and tourism facilities.
5. Financial support for convention and tourism promotion.

Lastly, the ordinance clarifies that such revenues are to be expended for tourism within the City limits of the City.

Financial Considerations: With the current tax rate of six percent, the 2014 Adopted Budget estimates $6,222,452 in revenue in 2014. Expenditures of $3,344,909 are budgeted for promotion purposes and attractions, with $1,564,949 budgeted for Convention Center operating budget support. The remaining budgeted expenditures are for CIP projects. Beyond 2015, the Transient Guest Tax Fund has been identified in City financial planning as a source of financing for both the operating budget and the CIP.

Legal Considerations: The ordinance has been prepared and approved as to form by the Law Department. As it is a Charter Ordinance, a 2/3 vote is required for passage and the ordinance will not be effective until 61days following publication.

Recommendations/Actions: It is recommended that the City Council place the charter ordinance on first reading renewing the transient guest tax until January 14, 2034.

Attachment: Charter Ordinance.

PUBLISHED IN THE WICHITA EAGLE ON JANUARY 31, 2014 AND FEBRUARY 7, 2014

OCA # 110000

January 14, 2014

CHARTER ORDINANCE NO. 221

A CHARTER ORDINANCE EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1692, 12-1693, 12-1694, AND K.S.A. 12-1695 AND AMENDMENTS THERETO, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX AND PROVIDING FOR PURPOSES FOR EXPENDITURE OF SUCH FUNDS, AND REPEALING CHARTER ORDINANCES NOS. 83, 91, 124, 174, 183 AND 213.

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

SECTION 1. The City of Wichita, Kansas, a city of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-1692, 12-1693, 12-1694, and K.S.A. 12-1695 and amendments thereto, and provide substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but are not applicable uniformly to all cities.

SECTION 2. As used in this ordinance, the following words and phrases shall have the meanings respectively ascribed to them herein:

(a) "Person" means an individual, firm, partnership, corporation, joint venture or other association of persons;

(b) "Hotel, motel, or tourist court" means any structure or building which contains rooms furnished for the purposes of providing lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests and having more than eight (8) bedrooms furnished for the accommodation of such guests;

(c) "Transient guest" means a person who occupies a room in a hotel, motel or tourist court for not more than twenty-eight (28) consecutive days;

(d) "Business" means any person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof in connection with any motel, hotel, or tourist court.

(e) “Convention and tourism facility” means a hotel, parking facility, convention center, visitor’s center, museum, exhibition hall, or other cultural or tourism facility that is deemed to result in increased lodging facility occupancy, visitors, and tourism for the City of Wichita.

(f) “Convention and tourism promotion” means: (1) Activities designed to attract visitors into the City of Wichita through marketing and promotional efforts, including but not limited to advertising, directed to at least one or more convention and tourism market segments consisting of group tours, pleasure travelers, association meetings, conventions, trade shows, corporate meetings, festivals and travel; and (2) support of those community and cultural activities, festivals and organizations which encourage or which are deemed to result in increased lodging facility occupancy, visitors, and tourism for the City of Wichita.

SECTION 3. That a transient guest tax of six percent (6%) shall continue to be levied in the City of Wichita, Kansas upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations exclusive of charges for incidental services or facilities in any hotel, motel or tourist court.

SECTION 4. The transient guest tax levied pursuant to this ordinance shall be based upon the gross rental receipts collected by any business.

SECTION 5. The tax levied pursuant to this ordinance shall be paid by the consumer or user to the business and it shall be the duty of each and every business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly possible or practicable to the average equivalent thereto. Each business collecting the tax levied hereunder shall be responsible for paying over the same to the State Department of Revenue in the manner prescribed by this ordinance, and the State Department of Revenue shall administer and enforce the collection of such tax.

SECTION 6. The tax levied and collected pursuant to Section 3 of this ordinance shall become due and payable by the business monthly, on or before the last day of the month immediately succeeding the month in which it is collected, subject to the conditions and provisions of Section 15 herein, but any person filing an annual or quarterly return under the Kansas Retailer's Sales Tax Act, as prescribed in K.S.A. 79-3607, may, with the approval of the Secretary of Revenue and upon such conditions as the Secretary of Revenue may prescribe, pay the tax required by this ordinance on the same basis and at the same time he or she pays said retailer's sales tax. Each business shall make a true report to the Department of Revenue, on a form prescribed by the Secretary of Revenue, providing such information as may be necessary to determine the amounts to which such tax shall apply for all gross rental receipts for the applicable month or months, which report shall be accompanied by the tax disclosed thereby. Records of gross rental receipts shall be kept separate and apart from the records of other retail sales made by a business in order to facilitate the examination of books and records as provided herein.

SECTION 7. The Secretary of Revenue or the Secretary's authorized representative shall have the right at all reasonable times during business hours to make such examination and inspection of the books and records of a business as may be necessary to determine the accuracy of such reports.

SECTION 8. For each and every month, or any part thereof, the tax provided for by this ordinance remains unpaid after the same becomes due and payable by the business, there shall be added to such tax, as a penalty, ten percent (10%) of the amount of said tax for the first month or any part thereof the same is unpaid, and for each and every month thereafter, two percent (2%) of the amount of said tax shall be added until the same is fully paid. In no case shall the total penalty exceed thirty percent (30%) of said tax.

SECTION 9. The administration and collection of said tax shall be by the Secretary of Revenue, as provided by K.S.A. 12-1694 and amendments thereto, and herein.

SECTION 10. A "Tourism and Convention Fund" is hereby established to receive disbursements of moneys from the Secretary of Revenue, as provided in subsection (c) of K.S.A. 12-1694 and amendments thereto.

SECTION 11. Revenue from the transient guest tax shall be expended in the priority as follows:

1st. To pay any bond, lease or contractual obligation, existing at the time of passage of this ordinance, resulting from or directly attributable to the construction or use of an existing convention and tourism facility.

2nd. To pay for any future obligation including, but not limited to, bonds, leases or contracts for the maintenance, modification, expansion or new construction of the Century II Convention Complex.

3rd. To pay for any future obligation including, but not limited to, bonds, leases or contracts for the maintenance, modification, expansion or new construction of a convention or tourism facility.

4th. To pay any deficit incurred in the operation or maintenance of any city owned convention or tourism facility.

5th. Any funds remaining shall be held in reserve to pay for convention and tourism promotion.

6th. Revenue from said tax shall be expended only for convention and tourism promotion and convention and tourism facilities within the corporate city limits of Wichita unless an equal transient guest tax is levied by the Board of County Commissioners of Sedgwick County, Kansas, and the City Council authorizes by resolution such expenditures.

SECTION 12. The originals of Charter Ordinances Nos. 83, 91, 124, 174, 183 and 213 of the City of Wichita, Kansas, are hereby repealed.

SECTION 13. This Charter Ordinance shall expire and no longer be in effect on January 14, 2034.

SECTION 14. This ordinance shall be published once each week for two consecutive weeks in the official city paper.

SECTION 15. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof this 14th day of January, 2014.

_____
Carl Brewer
Mayor

ATTEST: (Seal)

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. IV-4

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Tourism Business Improvement District

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Receive and file the District Planning Committee Report and initiate the formation of the Tourism Business Improvement District by the adoption of the resolution of intent.

Background: The Go Wichita Convention and Visitors Bureau receives annual funding from the City of Wichita for the promotion of tourism and convention activities. Due to economic conditions, this allocation has experienced limited growth for the past three years. However, competition for tourists and conventions in the state has intensified. To address the issue, Go Wichita proposed the creation of a Tourism Business Improvement District (TBID) at the September 10, 2013 City Council Meeting.

There have been over 100 TBIDs created in the United States, with most of those concentrated in California. A TBID's boundaries typically include all of the hotel properties within the City limits. A fee is assessed to each of these properties based on room night sales. This fee is usually determined as a percentage of the room rate as a flat dollar amount per night. The funds collected are historically spent in the district, exclusively for the benefit of the hotels and are usually programmed by the local Convention and Visitors Bureau. The TBID is created with a sunset date to ensure accountability to the municipality and the hotel owners.

On September 10, 2013, the Mayor authorized and established an 11 member TBID Planning Committee based on state law requirements which require the establishment of a special committee prior to the creation of a business improvement district. State law requires that the committee submit a report to the Council that (a) describes the boundaries of the proposed district; (b) outlines the additional and extended services needed within such a district; (c) estimates the annual cost of providing those services recommended for performance during the next three years; (d) describes the proposed method of financing such costs; and (e) provides such other information as may be requested by the governing body.

Analysis: The TBID Planning Committee has proposed that a TBID be created to enhance the marketing efforts put forth by Go Wichita. The Committee included nine hoteliers from the proposed district. The funds generated from the district would be used to increase convention advertising in key meeting planning publications, convention sales initiatives in key markets and digital advertising. Additionally, a significant portion of the new funds would be earmarked for leisure marketing efforts. Depending on the size of the district, it is possible that over $3 million could be generated annually for this enhanced marketing. Based on the performance of other TBIDs, Go Wichita estimates that the new marketing investment could result in a 6% rise in hotel occupancy and a growth of $12 million in hotel revenue.

The attached District Planning Committee Report includes the required information and recommends creating a TBID with the following criteria (a) the boundaries of the TBID be the boundaries of the City of Wichita; (b) funds generated from the TBID would be used to enhance Go Wichita's market efforts; (c) the cost is estimated to be $2.5 million per year for three years; and (d) financing will come from a 2.75% fee assessed on all hotel sleeping room night rentals in hotels with 50 rooms or more, subject to exemptions. To proceed with the TBID, State statute requires that every business within the proposed district's boundaries be mailed a copy of the notice of public hearing and resolution of intent which must describe the proposed district's boundaries.

Financial Considerations: Since the new marketing program would be completely funded through TBID revenues, the City will be responsible for giving the $2.5 million to Go Wichita each year to increase marketing efforts for the district. The City would also need to provide the required funds, at a cost of $17,927.33, to mail the notice of public hearing, resolution of intent, and updated boundary description of the proposed district to all businesses located within the City as required by State statute.

Legal Consideration: The Law Department has prepared the notice of public hearing and resolution of intent, and approved each of them as to form.

Recommendation/Actions: It is recommended that the City Council receive and file the District Planning Committee Report, adopt the resolution of intent, and set the public hearing.

Attachments: District Planning Committee Report, resolution of intent, and notice of public hearing.

District Planning Committee Report – DRAFT

Wichita Tourism Business Improvement District
City of Wichita
December 17, 2013

On September 10, 2013, the City Council of the City of Wichita appointed an eleven member Tourism Business Improvement District (TBID) District Planning Committee (DPC). Pursuant to Kansas Statutes Chapter 12, Article 17, Section 12-1785, the TBID DPC shall submit a report to the City Council of the City of Wichita. The statute requires that the report (a) describe the boundaries of the proposed district; (b) outline the additional and extended services needed within such a district; (c) estimate the annual cost of providing those services recommended for performance during the next three years; (d) describe the proposed method of financing such costs; and (e) provide such other information as may be requested by the City Council.

Statutory Requirements

(a) **Boundaries.** The DPC recommends that the boundaries of the TBID be the boundaries of the City of Wichita.

(b) **Services.** The Go Wichita Convention and Visitor's Bureau receives annual funding from the City of Wichita for the promotion of tourism and convention activities. Due to economic conditions, this allocation has experienced limited growth for the past three years. However, competition for tourists and conventions in the state has intensified. Go Wichita has proposed that a TBID be created to enhance its marketing efforts. The funds generated from the TBID would be used to increase convention advertising in key meeting planner publications, convention sales initiatives in key markets, and digital advertising. A significant portion of the new funds would be dedicated to leisure marketing efforts. In addition, the TBID shall commit resources to measuring the return on investment from the activities funded by the TBID. The funds may also be spent on services such as, but not limited to, bid fees, special events, online social media, staffing, administrative and/or collection fees, legal fees, creative development, sales efforts (sales calls/client events), and website.

(c) **Cost.** It is estimated that the services described above shall cost $2.5 million per year for the next three years.

(d) **Method of Financing.** The TBID shall be financed by a fee of 2.75% on all hotel sleeping room night rentals in hotels with 50 or more rooms, subject to the exemptions. Exemptions from the TBID fee shall be consistent with the two exemptions from transient guest tax: (1) the sleeping room(s) are rented as a direct purchase by the federal government, its agencies or instrumentalities and (2) the room(s) are rented to the same guest for more than 28 consecutive days.

Other Information

(e) **Financing Supplemental.** The DPC recommends that the TBID funding be supplemental to the City's current funding levels for Go Wichita. The DPC recommends that the TBID formation documents recognize the intent that the TBID funding be supplemental. Go Wichita received approximately 33 % of the transient guest tax in 2012. In addition, the DPC recommends that the formation documents provide for a disestablishment procedure whereby a numerical majority of the hotels paying the fee can dissolve the TBID if the City reduces its funding to Go Wichita below 33% of the transient guest tax collected in any year.

(f) **Uniform Language on the Guest Folio.** The DPC recommends that the TBID formation documents require that if a hotel passes the fee on to its guests it shall identify the fee on all documents provided to guests as the "City Tourism Fee."

(g) **Sunset.** The Proposed Wichita TBID shall sunset nine years from the date of its establishment. If the City and the hotels desire to continue the TBID, they shall follow the procedures set forth in Section 12-1781 et seq.

(h) **Contract.** The City will contract with Go Wichita for provision of TBID services.

(i) **Advisory Board.** The advisory board shall be comprised of nine board members and operated as follows:

a. Staff support shall be provided by Go Wichita staff.
b. Advisory board members will be representatives of hotels paying the TBID fee.
c. The advisory board shall strive to represent businesses from a diverse geography within the City boundaries.
d. The advisory board shall strive to represent businesses from small, medium, and large hotels.
e. All members of the advisory board shall serve on the Go Wichita Board of Directors.

(j) **Start Date.** The TBID should start as soon as possible.

(k) **Collection and Disbursement.** The annual fee shall be payable in arrears on or before the last day of January each year. Deposits toward the fee shall be paid in twelve monthly installments. Monthly, the business will pay a deposit to the City of an amount equal to 2.75% of the previous month's gross room rental revenue, minus exempt revenues as described in subsection (d). In January, a final deposit will be made and the aggregate monthly deposits of the business will be applied to pay the annual fee. The final deposit will be an amount equal to the difference between the prior calendar year's gross room rental revenue, minus exempt stays, multiplied by 2.75% and the sum

of the eleven monthly deposits previously made. The final payment and all other previous payments, in the aggregate, will be applied by the City to payment of the annual fee.

(l) **Delinquencies.** The formation documents shall specify consequences for non-payment, including applicable interest and penalties.

OCA:

(Published in the Wichita Eagle, on January 17, 2014)

NOTICE OF PUBLIC HEARING ON THE PROPOSED ESTABLISHMENT OF A BUSINESS IMPROVEMENT DISTRICT TO PROMOTE TOURISM.

TO: ALL BUSINESSES WITH 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. 14-_____, duly adopted January 14, 2014 and mailed with this Notice, has declared its intention to consider creation of a business improvement district for the promotion of tourism, pursuant to the provisions of K.S.A. 12-1781, *et seq*, and as described in such Resolution, and a public hearing on the proposed establishment of such district will be conducted in the Wichita City Council Chambers on the first floor of City Hall, 455 N. Main Street, Wichita , Kansas, on March 11, 2014, at 9:30 a.m., or as soon thereafter as the order of business on the New Business Agenda permits.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 14-020

A RESOLUTION OF INTENT OF THE CITY OF WICHITA, KANSAS, PROPOSING THE CREATION OF A TOURISM BUSINESS IMPROVEMENT DISTRICT PURSUANT TO K.S.A. 12-1781, *ET SEQ*. (THE "ACT"), DESCRIBING THE BOUNDARIES OF THE PROPOSED DISTRICT, GENERALLY DESCRIBING THE SERVICES TO BE PROVIDED WITHIN THE DISTRICT PURSUANT TO THE ACT, STATING THE ESTIMATED ANNUAL COSTS OF PROVIDING SUCH SERVICES DURING THE NEXT THREE YEARS AND THE METHOD BY WHICH THE CITY PROPOSES TO RAISE THE REVENUES TO FINANCE SUCH SERVICES, SETTING THE TIME AND PLACE OF A PUBLIC HEARING TO BE HELD BY THE GOVERNING BODY TO CONSIDER THE ESTABLISHMENT OF THE DISTRICT, 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"), pursuant to K.S.A. 12-1785, has heretofore authorized the Mayor to establish and appoint an eleven member Tourism Business Improvement District Special Planning Committee to study and develop preliminary plans for the establishment and operation of a business improvement district to promote tourism and provide certain related services within the City; and,

WHEREAS, on January 14, 2014, the Tourism Business Improvement District Special Planning Committee submitted its report to the Governing Body, recommending the creation of a business improvement district to promote tourism, further recommending that the boundaries of the proposed district be the City's boundaries, outlining the additional and extended services needed within such district, estimating the annual cost of providing those services recommended for performance during the next three years, and describing the proposed method of financing such costs; and,

WHEREAS, the Governing Body of the City now desires to propose and consider the creation of such a district and to take the steps precedent thereto as provided for by the Act;

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

SECTION 1. The boundaries of the proposed district are described as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127th Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27

South, Range 2 East of the 6th P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6th P.M. to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 127th Street East; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6th P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of the 6th P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6th P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225

feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County, Kansas; thence easterly along said north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53rd Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the

south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca Street; thence north along said east right-of-way line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwesterly along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south parallel to the west line of said Northeast Quarter to the south right-of-way line of 61st Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6th P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1West of the 6th P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53rd Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6th P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said Section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast Quarter, Section

24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10th Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10th Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11th Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11th Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6th P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the South Half of Section 23, Township 26 South, Range 1 West of the 6th P.M; thence west along said north line and the north line of the South Half of Section 22, Township 26 South, Range 1 West of the 6th P.M, to the west line of the Southeast Quarter of said Section; thence south along said west line to the south line of said Section; thence east 30 feet along said south line; thence south along a line parallel to the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to a point 30 feet north of the south line of Government Lot 5 in said Section; thence east along a line parallel to said south line to a point on the south right-of-way line of 45th Street North; thence southeasterly along said south right-of-way line to a point 30 feet south of the south line of said Government Lot 5; thence west parallel to said south line and said line extended to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet parallel to the north line of said Northwest Quarter; thence south 356.25 feet parallel to said east line to a point on the west line of Lot 13, Block A, Edgewater Addition and the northeast corner of Lot 15 in said addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to a point on the east line of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, said point being located 956.63 feet north of the southeast corner of said Lot 1; thence S89°05’07”W, parallel with the westerly portion of the south line of said Lot 1, 140 feet; thence S01°10’42”E, parallel with the east line of said Lot 1, 599.35; thence S89° 05’07”W, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet to the northeast corner of Reserve A in said Midland Baptist Church 2nd Addition; thence south along the east line of said Reserve A to the southeast corner of said Reserve A, said southeast corner also being a point on the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6th P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along

said high bank to the south line of the North Half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west line of the north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of the north half of said Northeast Quarter; thence east along said south line of said north half a distance of 647.85 feet; thence southwesterly 979.38 feet to a point on the west line of the south half of said Northeast Quarter, said point being 735.71 feet south of the north line of the said south half; thence south along the west line of said south half and the north half of the Southeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. to the south line of said north half; thence east along the south line of said north half to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the west half of said Southwest Quarter; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Hoover; thence north along said east right-of-way line to a point 2099.9 feet south of the north line of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence east along a line parallel with said north line to a point 245.7 feet east of the west line of said Section; thence north parallel to the west line of said section a distance of 531.9 feet; thence east parallel to the north line of said Section a distance of 286.2 feet; thence north parallel to the west line of said Section a distance of 245.7 feet; thence west parallel to the north line of said section to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Quarter; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range 1 West of the

6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 250.00 feet ; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to the west line

of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to south line of Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas; thence east along said south line to the east line of said Lot1; thence north along said east line to the north line of said Lot 1; thence west along said north line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the south line of Lot 11, Block 1, L.R. Jones Second Addition, Sedgwick County, Kansas and said line extended to the south line of NW Main Pump Station, an Addition to Wichita, Sedgwick County, Kansas; thence east along said south line to the east line of said Addition; thence north along said east line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to a point 1314.73 feet north of the south line of the Southwest Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence west parallel to said south line and the south line of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas to the northeast corner of the Northwest YMCA Addition, an Addition to Sedgwick County, Kansas; thence west along the north line of said Addition to the northwest corner of said Addition; thence south and east along the west and south lines of said Addition to the south right-of-way line of 21st Street North;

thence west along said south right-of-way line to a point 441.92 feet east of the west line of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the west line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M. to the south line of said Northeast Quarter;

thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line and said north line extended to the west right-of-way line of 135th Street West; thence south along said west right-of-way line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence west along said north right-of-way line to the west line of said Southeast Quarter; thence south along said west line and the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east right-of-way line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151st Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the north line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th P.M; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.;

thence west along said north line to the east line of the West Half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence east parallel to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of the 6th P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02'11"E, 79.17 feet; thence S29 23'22"E, 210 feet; thence S03 02'11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119th Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter; thence east parallel to said north line and said line extended east to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6th P.M. to the west line of the east half of said Section; thence south along said west line of said east half and the west line of the east half of Section 8, Township 28 South, Range 1 West of the 6th P.M. to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to a point 538.07 feet east of the west line of the east half of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence S02°29'53"E parallel with the west line of the east half of said Section to a point 1142.10 feet south of the north line of said section; thence S90°00'00"W parallel with the north line of said Section, 538.07 feet to the west line of the east half of said Section; thence north along said west line to a point 990 feet south of the north line of the Northwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence west 220 feet, to a point 990 feet south of said north line; thence north, to the south right-of-way line of 31st Street South; thence west along said south right-of-way, to the east right-of-way line of 119th Street West; thence south along said east right-of-way line, to a point 921.93 feet north of the southwest corner of said Northwest Quarter; thence east at an interior angle of 91°18', 326.15 feet; thence south at an interior angle of 88°42', 238 feet; thence west, 326.15 feet to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line, to the southeast corner of the west half of said Northwest Quarter; thence south along the west line of the east half of the Southwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M., 349.65 feet;

thence east, 1371.05 feet to the east line of said Southwest Quarter; thence south along said east line, to a point 1,032.73 feet south of the northeast corner of said Southwest Quarter said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said south line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390 feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said

Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35th Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of said Section 15, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the right of 45°00'08", 237.00 feet; thence southeasterly with a deflection angle to the left of 12°14'30", 533.00 feet; thence southeasterly with a deflection angle to the right of 12°58'00", 315.00 feet; thence southeasterly with a deflection angle to the right of 22°30'00", 595.00 feet; thence southeasterly with a deflection angle to the left of 06°01'00", to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west line of MacWest Addition; thence south along said west line to the south line of said Addition; thence east along said south line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north parallel to the east line of said Southwest Quarter, to the northern most southeast corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south parallel to said west line to the north right-of-

way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of QuikTrip 13th Addition; thence west along said north line to the west line of said addition; thence south along said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of said Northwest Quarter; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the north line of Meek First Addition; thence east along said north line to the east line of said Addition; thence south along said east line to the south line of said Addition; thence west along said south line to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.;

thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59th Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee;

thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3rd Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6th P.M.; thence 490.25 feet on a bearing of S 00°00’00”W; thence 253.90 feet on a bearing of S18° 46’00”W; thence 389.40 feet on a bearing of S50°29’00”W; thence 285.26 feet on a bearing of S62°51’00”W; thence 26.76 feet on a bearing of S68°07’15”W; thence 553.32 feet on a bearing of S34°39’05”E; thence 529.18 feet on a bearing of N73°30’20”E; thence 377.90 feet on a bearing of N13°25 00”E; thence 176.92 feet on a bearing of N76° 35’45”W; thence 100.00 feet on a bearing of N01°19’30”E; thence 146.51 feet on a bearing of N07°44’55”W; thence 89.02 feet on a bearing of N65°26’40”W to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of 19° 56’45” with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a bearing of N12°50’55”E to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of N87°07’30”W along the radial line of said curve to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of 11° 20’05” with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of N02°47’30”W to a point of tangency; thence 30.33 feet on a bearing of N08°27’25”W along the tangent to the preceding curve to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to the east right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31st Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the

Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter, 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6th P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line and the south line of the northwest quarter of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6th P.M. to a point 612.88 feet east of the west line of said Section 4; thence S83°53’08”E, 64.29 feet; thence S75°45’41”E, 304.16 feet; thence S81°07’31”E, 357.15 feet to a point on the east line of the northwest quarter of said Northwest Quarter; thence north to the south right-of-way line of Pawnee Avenue; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M. to the south line of the North Half of said Section 33; thence east along said south line and the south line of the North Half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the west line of the East Half of said Section 34; thence south along said west line and the west line of the Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6th P.M to the south line of said Northeast Quarter; thence east along said south line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1364.95 feet west of the east line of Section 2, Township 28 South, Range 2 East of

the 6th P.M ; thence north parallel to said east line and the east line of Section 35, Township 27 South, Range 2 East of the 6th P.M. to the southeast corner of Reserve D, Sierra Hills 2nd Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79˚52'54"E, 104.00 feet; thence N84˚17'54"E, 535.00 feet; thence S00˚47'54"W, 322.00 feet; thence N85˚37'54"E, to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21'18"W, 270.00 feet; thence N60°42'49"W, 632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159th Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-

way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127th Street East; thence north along said east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: A tract of land beginning at a point on the east line of Section 6, Township 28 South, Range 1 West of the 6th P.M., a distance of 30 feet north of the southeast corner of said Section; thence going northerly along the east line of said Section, a distance of 867.8 feet; thence turning left and going westerly to the half Section line at a point 880.6 feet north of the South Quarter corner of said Section; thence turning left and going southerly, a distance of 850.6 feet; thence turning left and going easterly parallel to the south line of said Section to the point of beginning EXCEPT for that part designated as 31st Street South right-of-way AND EXCEPT for that part designated as Maize Road right-of-way.

And Also:
All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6th P.M. EXCEPT beginning at a point 660.09 feet south of the northeast corner of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2nd Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet more or less south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21st Street North right-of-way, AND EXCEPT for that part designated as 159th Street East right-of-way .

And Also:
A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., described as: The south half of said Southwest Quarter, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:
Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6th P.M., described as: Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to

a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:
Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 61st Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:
Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6th P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:
The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:
The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to point of beginning; AND EXCEPT that part designated as 37th Street North right-of-way; AND EXCEPT that part designated as 135th Street West right-of-way.

And Also:
A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of 21st Street North and the west right-of-way line of 159th Street East; thence west along said south right-of-way line to a point located 800 west of the east line of said Northeast Quarter; thence south, parallel with said east line, to a point 440.00 feet south of the north line of said Northeast Quarter; thence west, parallel with said north line a distance of 529.00 feet; thence south deflecting left 89°44’00”, a distance of 2218.14 feet to the south line of said Northeast Quarter; thence east to the west right-of-way line of 159th Street East; thence north along said west right-of-line to the south right-of-way line of 21st Street North to the point of beginning.

And Also:
Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th

P.M., described as: Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 167th Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:
Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460 feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence easterly along said south right-of-way line to point of beginning.

And Also:
Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point on the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to said west line to a point 589.29 feet south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 151st Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with said north line to a point on the west line of United Industrial Addition, said point being 546.69 feet east of the west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and said south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:
A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6th P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:
Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6th P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413

And Also:
A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as: Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet;

thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to point of beginning.

And Also:
The west 130 feet of the following described tract: Beginning at a point 180 feet west of the northeast corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47th Street South right-of-way.

And Also:
A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as: Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas

And Also:
A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P. M., described as: Commencing at the northwest corner of said Northwest Quarter; thence S00˚E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00˚E, 258.26 feet; thence N89˚48'30"E, 683.76 feet; thence N00˚E, 175 feet; thence N44˚09'W, 132.99 feet; thence S88˚36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:
A tract of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as: Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas

And Also:
Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92˚47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02˚46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale

Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01˚09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51˚09'09"W along said mean high bank, 200.00 feet; thence N33˚51'09"W along said mean high bank, 148.00 feet; thence N68˚04'58"W, 305.07 feet; thence N28˚53'28"W along said mean high bank, 133.00 feet; thence N41˚53'28"W along said mean high bank, 193.00 feet; thence N48˚53'28"W along said mean high bank, 413.00 feet; thence N50˚59'28"W along said mean high bank, 393.75 feet; thence N41˚22'41"W along said mean high bank, 186.35 feet; thence N32˚44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89˚58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90˚00'00"; thence west 300.00 feet along a deflection angle to the right of 90˚00'00"; thence south 25.00 feet along a deflection angle to the left of 90˚00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90˚00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:
Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6th P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:
Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6th P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the north line of Reserve "G", Meadowlake Beach Addition, Wichita, Segwick County, Kansas; thence S79°41'19"W along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 225.61 feet to the southwest corner of said Lot 1, said point being

on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55th Street; thence west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter ; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:
Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55th Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55th Street South; thence east along said north right-of-way to the point of beginning.

And Also:
A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:
Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:
A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:
Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:
Tracts of land described as the North 1145 feet of the West half of the Northwest Quarter except the East 776.19 feet and expect Chitwood Estates Fourth Addition, in Section 24, Township 28 South, Range 1 West of; AND EXCEPT for that part designated as West Street right-of-way and as 47th Street South right-of-way

AND

Beginning 706 feet West of the Northeast Corner of the West half of the Northwest quarter, thence West 70.19 feet, thence south 570 feet, thence east 70.19 feet, thence North to the beginning, in Section 24, Township 28 South, Range 1 West except for that part designated as 47th Street South right-of-way.

COLLECTIVELY Described as:
That part of the northwest quarter of the Northwest Quarter of Section 24, Township 28 South, Range 1 West lying north of 48th Street South right-of-way and west of Chitwood Estates 3rd Addition AND EXCEPT that part designated as West Street right-of-way and as 47th Street South right-of-way

And Also:
Tracts of land located in the Southwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:
Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6th P.M., described as:
Beginning at the intersection of the east line of said Section 24 and the south right-of-way line of Central; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west along said north line to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143rd Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and

of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:
Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159th Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to point of beginning.

And Also:
Tracts of land in Section 26, Township 29 South, Range 4 West of the 6th P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

And Also:
Tracts of land lying in the Northeast and Southeast Quarters of Section 14, Township 28 South, Range 1 West of the 6th P.M. described as:
Broad Street Industrial Park Addition to Sedgwick County, Kansas

BUT EXCLUDING the following blocks, parcels, pieces and tracts of land, even though completely surrounded by the territory of the district, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the district boundaries, such excluded lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west

right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., described as: Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., EXCEPT that part designated as 127th Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) A tract of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to a point 585 more or less feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence

west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23”E, 279.88 feet; thence N88°56'33”E, 337.33 feet to the west line of said Addition; thence south along said west line to the southeast corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, Block 2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to point of beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 75 feet north of the south line of the Northwest Quarter of said Section 10; thence bearing N89°13’54”E, parallel with the south line of said Quarter Section, to a point 590 feet east of the west line of said Quarter Section; thence bearing N00°45’57”W, a distance of 330.00 feet; thence bearing S89°13’54”W, a distance of 135.00 feet; thence bearing N00°45’57”W, parallel with the west line of said Quarter section, a distance of 545.00 feet; thence bearing N89°13’54”E, a distance of 350.00 feet; thence bearing N00°45’57”W, a distance of 150.00 feet; thence bearing N51°40’13”W, a distance of 251.26 feet; thence bearing N00°45’57”W, a distance of 87.55 feet to a point 610.00 feet east of the west line of said Northwest Quarter thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to said north line of said Section 10, to the west right-of-way line of K-96 Highway; thence north along said west right-of-way to the southeast corner of Reserve C on Cross Pointe, 2nd Addition, Sedgwick County; thence east parallel to the north line of said Section 10, to the west line of the east half of said Section 10; thence south along said west line and the west line of the Northeast Quarter of said

Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said westerly right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the northeast quarter of the Southeast Quarter of said Section 9; thence west along said south line to the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9, said corner being the point of beginning.

(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and west of USD 259 Addition.

(l) That part of K-96 Highway right-of-way lying in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. lying west of 127th Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the south right-of-way line of 37th Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55’48”E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26’48”E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12’31”E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the west half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37th Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M. Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line, to a point 3000.15' east of the west line of the Northwest Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M.; thence north, to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of 21st Street North; thence east along said south right-of-way line to point 1213.53 feet east of the west line of the Northeast Quarter of Section 10, Township 27 South, Range 1 West of the 6th P.M.; thence north to the north right-of-way line of 21st Street north; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of 00˚04' for a distance of 353.81 feet; thence northeasterly with a deflection to the left of 01˚31' for a distance of 443.94 feet; thence northeasterly with a deflection to the left of 36˚27' for a distance of 337.02 feet; thence northwesterly with a deflection to the left of 42˚41' for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right 57˚46 for a distance of 290.95 feet, thence northeasterly with a deflection to the right of 22˚44' for a distance of 462.24 feet; thence with a deflection to the left of 19˚48' to the south right-of-way line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tract of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:
Beginning at the northeast corner of said Section; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west parallel with said north

right-of-way line for a distance of 284 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.

(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:
Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest Quarter of Section 19; thence north along said line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47th Street South; thence south along said east line to a point 835 feet north of the south line of said Northwest Quarter; thence west parallel to said south line 40 feet; thence north parallel to said east line to the south right-of-way line of 47th Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south 504.98 feet along a line parallel to the west line of said Southwest Quarter;

thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point 258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of said Northwest Quarter; thence N 53°52’52” E, a distance of 359.16 feet; thence N 90°00’00” E, a distance of 200.00 feet; thence S 00°08’44” E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00’44”W, 47.92 feet; thence S16°02’04”W, 110.34 feet; thence S00°29’36”W, 84.54 feet; thence S09°57’36”W, 127.74 feet; thence S02°59’31”E, 145.34 feet; thence S16°06’19”W, 133.72 feet; thence S29°37’55”W, 120.21 feet; thence S54°33’50”W, 43.77 feet; thence S69°46’35”W, 53.87 feet; thence S61°36’54”W, 65.25 feet; thence S43°39’57”W, 79.48 feet; thence S30°03’00”W, 91.40 feet; thence S42°56’45”W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(aa) A tract of land in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of east right-of-way line of Maize Road and the south right-of-way line of 29th Street North, thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of Government Lot 3 ; thence west along said south line and said south line extended to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(bb) Tracts of land in Section 7, Township 28 South, Range 1 West of the 6TH P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.66 feet south of the north line of said Section; thence west along a line parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35’13”E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the North Half of Section 27, Township 26 South, Range 1 East of the 6th P.M.

(dd) A tract of land in the east half of Section 27, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Hillside Avenue and the west right-of-way line of the Union Pacific Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to a point 1,181.4 feet north of the south line of said Section; thence north parallel to the west line of the Southeast Quarter of said Section to the west right-of-way line of the Union Pacific Railroad; thence southwest along said west right-of-way line to a point on the t west line of said Southeast Quarter; thence north along said west line and the west line of the Northeast Quarter of said Section to the south line of the north half of said Northeast Quarter; thence easterly along said south line bearing N89˚52'48"E a distance of 2262.56 feet to a point on the west right-of-way line of the Union Pacific Railroad; thence along said west right-of-way line bearing N30˚19'25"E a distance of 339.04 feet; thence N59˚40'35"W a distance of 25 feet; thence N30˚19'25"E, to the west right-of-way line of Hillside and point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) Tracts of land in the Northeast Quarter of the Section 11, Township 27 South, Range 2 West of the 6th P.M. described as: All of the northeast quarter of the Northeast Quarter of said Section EXCEPT for that part designated as 21st Street North right-of-way AND EXCEPT for that part designated as 135th Street West right-of-way.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of 119th Street West and the north line of said Southwest Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of 119th Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point 500 feet west of the east line of said Southwest Quarter; thence north parallel with said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line; thence south along said west right-of-way line to the point of beginning.

(jj) A tract of land in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the north right-of-way line of Harry Street and the east right-of-way line of 127th Street East; thence north along said east right-of-line to the south line of the north half of said Southwest Quarter; thence east along said south line to a point located 778.5 feet east of the west line of said Southwest Quarter; thence south parallel to said west line, a distance of 325.41 feet; thence S87˚37'39"E, a distance of 128.77 feet; thence S 38˚ 15'58"E, a distance of 44.36 feet; thence S11˚27'47"W, a distance of 165.81 feet; thence S21˚11'21"E, a distance of 11.72 feet; thence S47˚01'29"W, a distance of 46.10 feet; thence S28˚49'28"W, a distance of 70.61 feet; thence S31˚03'41"W, a distance of 103.24 feet to a point 778.5 feet east of said west line; thence south parallel to said west line, 246.07 feet; thence S59˚27'02"W, a distance of 42.87 feet; thence S39˚27'02"W, a distance of 79 feet; thence S30˚27'02"W, a distance of 123 feet; thence S0˚ 52'58"E, a distance of 30 feet; thence S30˚07'02"W, a distance of 41 feet; thence S0˚32'58"E to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the east right-of-way line of 127th Street East and point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119th Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M., EXCEPT for that part designated as Hoover Road right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45th Street road right-of-way.

(oo) Tracts of land in Section 5, Township 28 South, Range 2 East of the 6TH P.M., described as: Beginning at the intersection of the south line of the northeast quarter of the Northeast Quarter of said Section 5 and the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 167 feet; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 8, Block 3, Turtle Run 2nd Addition; thence north along the east line of Block 3, Turtle Run 2nd Addition a distance of 277 feet; thence east to the west right-of-way line of Webb Road; thence south along said west right-of-way line to the point of beginning.

SECTION 2. By way of general description, the services to be provided within the district will include the enhancement of tourism and convention marketing efforts, increasing convention advertising in key meeting planner publications, supporting convention sales initiatives in key markets, digital advertising, leisure marketing efforts, and, as may be necessary and appropriate, additional services such as, but not limited to, bid fees, special events, online social media, staffing, administrative and/or collection fees, legal fees, creative development, sales efforts (sales calls/client events), and website(s). In addition, district services will include measuring the return on investment from the activities funded by the district.

SECTION 3. Based on the report submitted by the Tourism Business Improvement District Special Planning Committee, it is estimated that the services generally described in the preceding section will cost $2.5 Million annually for the next three years.

SECTION 4. Based on the report submitted by the Tourism Business Improvement District Special Planning Committee, the method proposed to raise the revenues needed to finance such services is an annual fee to be levied pursuant to K.S.A. 12-1791 on all hotels within the district having fifty (50) or more rooms. Such fee shall be calculated as 2.75% of the amount of the hotel's Subject Room Rentals (as hereinafter defined). "Subject Room Rentals" shall mean a hotel's annual gross room rental revenue, reduced by the amount of rental revenues received for rooms rented as a direct purchase by the federal government, its agencies or instrumentalities, and by the amount of rental revenues received for rental of rooms rented to the same guest for more than 28 consecutive days. Such annual fee shall be payable in arrears on or before the last day of January each year. Deposits toward the fee shall be paid in twelve monthly installments. Monthly, each hotel will pay a deposit to the City of an amount equal to 2.75% of the amount of the previous month's Subject Room Rentals. In January, a final deposit will be made and the aggregate monthly deposits of the business will be applied to pay the annual fee. The final deposit will be an amount equal to the difference between the amount of 2.75% of the prior calendar year's Subject Room Rentals and the sum of the eleven monthly deposits previously made.

SECTION 5. Pursuant to K.S.A. 12-1787, the Governing Body shall hold a public hearing on the proposed establishment of the district, in the Wichita City Council Chambers on the first floor of City Hall, 455 N. Main Street, Wichita, Kansas, on Tuesday, March 11, 2014, at 9:30 a.m., or as soon thereafter as the order of business on the New Business Agenda permits.

SECTION 6. The City Clerk is hereby authorized and directed to publish a Notice of Public Hearing one time in the City's official newspaper, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein, and such publication to be made at least thirty (30) days prior to such hearing date.

SECTION 7. The Governing Body hereby further authorizes and directs the City Clerk or other appropriate staff of the City to mail a copy of such Notice of Public Hearing, together with a copy of this Resolution, by first class mail, to every business within the proposed district, at least thirty (30) days prior to the hearing date.

SECTION 8. 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, on January 14, 2014.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: First Amendment to Consent Order CASE NO. 13-E-1 BOW; Kansas Department of Health and Environment

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the First Amendment to Consent Order CASE NO. 13-E-1 BOW; initiate the projects and authorize staff to proceed, adopt the Resolutions necessary to complete the improvements in accordance with the Schedule of Compliance contained in the First Amendment to the Consent Order; and, authorize the necessary signatures.

Background: The City Council approved Consent Order CASE NO. 13-E-1 BOW on May 14, 2013. The Consent Order is an agreement between the City of Wichita and the Kansas Department of Health and Environment (KDHE) that resulted from unattended bypass discovered from Sewage Treatment Plant No. 2 on May 26, 2012. The purpose of the Consent Order is to ensure that proper steps are taken for identifying and mitigating risks to the Arkansas River and other waterways related to the City's wastewater and water treatment infrastructure. Phase I and Phase II of the Consent Order have been completed on schedule. Results of the Phase II Condition Assessment include identification of a number of risk reduction construction projects for Sewage Treatment Plant 1 and Plant 2, including the Plant 1 to Plant 2 forcemain. A Schedule of Compliance for completing seven improvement projects has been negotiated with KDHE as required by the Consent Order.

Analysis: The amendment to the Consent Order lays out the Schedule of Compliance for the improvement projects and meets requirements under the terms and conditions of Consent Order CASE NO. 13-E-1 BOW. The following table summarizes the Schedule of Compliance for Phase II improvement projects:

Phase II Improvement Projects	Start Issue RFP	End Complete Construction
1) Plant 2 Forcemain Improvements		
1a Emergency Response Plan	3/1/14	6/30/14
1b Install 2 Flowmeters	3/1/14	12/31/14
1c Purchase Spare Parts Inventory	3/1/14	12/31/14
1d Pre-design assessment prep work and inspection	3/1/14	12/31/15 (prep by 12/31/14)
1e Rehabilitation work		Provide schedule based upon results of inspection by 6/30/15
2) Plants 1 and 2 Emergency Power Backup	3/1/14	12/31/15
3) Plant 2 UV Disinfection System – Third Unit	3/1/14	12/31/15
4) Plant 2 Headworks & Primary Clarification Improvements	3/1/14	12/31/14

In addition, the City and KDHE agree to change the TERMS AND CONDITONS OF THE SETTLEMENT; Required Actions paragraph 27 B, to require annual reports to be submitted to KDHE by February 28th of each year for the previous calendar year. The original requirement was to submit the annual report by December 31st of each year. The February 28 date better aligns with workflow and the Schedule of Compliance.

Financial Considerations: Costs for Phase II improvement projects are estimated to total $8,870,000 in 2014-2015. Existing Sewer Utility CIP funding will cover the cost of Phase II improvement projects for 2014-2015. Additional required projects and funding will be determined in 2014 in accordance with the Plant 1 to Plant 2 forcemain inspection and the Phase III Condition Assessment. The cost of the Phase III Condition Assessment is estimated to be $1,500,000 and will be funded through Sewer utility operations.

Legal Considerations: The amendment to Consent Order CASE NO. 13-E-1 BOW, the Resolutions and Notices of Intent have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the amendment to Consent Order CASE NO. 13-E-1 BOW; 2) initiate the projects and authorize staff to proceed; 3) adopt the Resolutions; and, 4) authorize the necessary signatures.

Attachments: First Amendment to Consent Order CASE NO. 13-E-1 BOW prepared for signature; Schedule of Compliance with estimated costs; Resolutions; Notices of Intent; and, Attachment 1 of the Consent Order – Original Schedule.

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

IN THE MATTER OF: CASE NO. 13-E-1 BOW

CITY OF WICHITA
WATER & SEWER DEPARTMENT
CITY HALL – 8TH FLOOR
455 NORTH MAIN STREET
WICHITA, KS 66801

KANSAS WATER POLLUTION CONTROL PERMIT NO. M-AR94-IO01
FEDERAL PERMIT NO. KS0043036

FIRST AMENDMENT TO CONSENT ORDER

The Kansas Department of Health and Environment (hereinafter referred to as KDHE) and the city of Wichita (hereinafter referred to as Respondent) mutually agree to amend the terms of Consent Order 13-E-1 BOW dated July 8, 2013.

The Consent Order 13-E-1 BOW (CO) required the Respondent to complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessment. The Respondent has completed the first part of the assessment and provided the document and recommendations to KDHE. The parties hereby agree to the Schedule of Compliance (SOC) as incorporated below pursuant to the requirement of Attachment 1 PHASE 2 in the CO.

Schedule of Compliance	Begin Date	Completion Date
Plant 2 Influent Force Main Improvement Project		
1. Emergency response plan	March 1, 2014	June 30, 2014
2. Install two flow meters	March 1, 2014	December 31, 2014
3. Purchase spare parts inventory	March 1, 2014	December 31, 2014
4. Pre-design assessment prep work and inspection	March 1, 2014	December 31, 2015
5. Rehabilitation work	By June 30, 2016, provide a SOC based upon the results of the inspection and for review and approval by KDHE.	
Plant 1 and Plant 2 Emergency Backup Power	March 1, 2014	December 31, 2015
Plant 2 UV Disinfection System – Third Unit	March 1, 2014	December 31, 2015
Plant 2 Headworks and Primary Clarification Improvements	March 1, 2014	December 31, 2014

The Respondent has also completed the CMOM-like assessment for the entire system, thus partially completing the requirements for the Attachment 1 PHASE 3. The condition assessment of Plants 3, 4, 5, Lift Stations and the Collection System is due to KDHE by December 31, 2014 per the original CO.

In addition, KDHE agrees to change the TERMS AND CONDITIONS OF THE SETTLEMENT; Required Actions paragraph 27 B. to require the annual reports be submitted to KDHE by February 28th of each year for the previous calendar year.

This Amendment to the Consent Order shall be effective as of the date signed by the Secretary of the Kansas Department of Health and Environment. All requirements of the original consent order not changed by this amendment remain in effect.

The parties hereto have affixed their signatures on the dates inserted below to acknowledge their agreement to this first Amendment to Consent Order, ACO. The signatories to this ACO certify that they are authorized to execute and legally bind the parties they represent to this ACO.

City of Wichita

_____
Signature

_____
Name

_____
Title

_____
Date

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT:

_____
Robert Moser, MD, Secretary

_____
Date

Amendment to Consent Order
13-E-1 BOW

PHASE II SCHEDULE OF COMPLIANCE

Project Description	2014	2015	2016
1. Plant 2 Influent Forcemain			
1a Plant 2 Influent Forcemain Emergency Response Plan	$50,000		
1b Plant 2 Influent Forcemain Flow Meter Installation	$420,000		
1c Plant 2 Influent Forcemain Spare Parts Inventory	$200,000		
1d Plant 2 Influent Forcemain Pre-design Assessment and Inspection	$500,000	$200,000	
1e Plant 2 Influent Forcemain Rehabilitation			TBD*
2. Plant 1 and Plant 2 Emergency Backup Power	250,000	$3,000,000	
3. Plant 2 UV Disinfection System – Capacity Increase Add 3rd Unit	$250,000	$3,000,000	
4. Plant 2 Headworks and Primary Clarification Improvements	$1,000,000		
Totals	**$2,670,000**	**$6,200,000**	

*Forcemain rehabilitation projects and estimated costs depend on results of inspection

Other Upcoming	2014	2015	2016
Phase III			
Phase III Condition Assessment	$1,500,000		
Phase III Improvement Projects**		TBD	TBD

**Phase III Schedule of Compliance and cost estimates depend on results of the Phase III Condition Assessment and will be negotiated with KDHE by December 31, 2014

Attachment 1
Schedule of Compliance

Action	Required Date
PHASE 1	
1. Develop and submit a plan to KDHE for approval for a water quality monitoring network along the Arkansas River and within the Wichita city limits with a purpose of identifying impacts to the River potentially attributable to City of Wichita infrastructure.	July 1, 2013
2. Implement the water quality monitoring network approved in Item 1 of this Schedule of Compliance.	September 1, 2013
PHASE 2	
3. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessment for assessing Wichita Wastewater Treatment Plant 2 and develop a final report of the assessment. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects indentified in the report.	December 31, 2013
4. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 2 Item 3, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2013
PHASE 3	
5. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessments for Wichita Wastewater Treatment Plants 1, 3, 4, 5, and the City's wastewater pump/lift stations. Complete a risk assessment for the City's wastewater collection system and those components of the Water Treatment Plant that could pose a potential threat of discharge into the Arkansas River. Develop a final report of the assessments. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects identified in the report.	December 31, 2014
6. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 3 Item 5, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2014

Legal Services
1000 SW Jackson Street, Suite 560
Topeka, Kansas 66612

Kansas

Phone: 785-296-5334
Fax: 785-296-7119
mrosdahl@kdheks.gov

Robert Moser, MD, Secretary Department of Health & Environment Sam Brownback, Governor

December 20, 2013

Mr. Jeff A. VanZandt
Assistant City Attorney
City of Wichita – City Hall
13th Floor
455 N. Main
Wichita, Kansas 67202-1635

Re: City of Wichita
Kansas Water Pollution Control Permit #M-AR94-IO01
Federal Permit #KS0043036
KDHE Case #13-E-1 BOW

Dear Mr. VanZandt:

Enclosed please find the First Amendment to Consent Order in the above-referenced matter. If the document meets your approval, please have the appropriate party sign and return the document to me in the enclosed self-addressed envelope by January 20, 2013. A signed copy of the document will be returned for your administrative files after signature by the Secretary.

If you have any questions or require any additional information, please do not hesitate to contact Grant Harse at 785-296-1698.

Sincerely,

Melissa L. Rosdahl

Melissa L. Rosdahl
Office Manager

/mlr
enclosures

e/att: Shelly Shores-Miller

(Published in ***The Wichita Eagle***, on January 17, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-028, duly adopted January 14, 2014, 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 (the "Utility"), in the following manner:

Rehabilitation of Forcemain between Plant 1 and 2 (S-32)

(the "Project") at an estimated cost, including related design and engineering expenses of $900,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $972,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The 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 Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice 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 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 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 Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on January 17, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-029, duly adopted January 14, 2014, 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 (the "Utility"), in the following manner:

Flow Meters at Plant 2 (S-33)

(the "Project") at an estimated cost, including related design and engineering expenses of $420,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $453,600 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The 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 Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice 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 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 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 Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on January 17, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-030, duly adopted January 14, 2014, 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 (the "Utility"), in the following manner:

Emergency Backup Power for Plant 1 and 2 (S-34)

(the "Project") at an estimated cost, including related design and engineering expenses of $3,250,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $3,510,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The 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 Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice 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 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 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 Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on January 17, 2014 .)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-031, duly adopted January 14, 2014, 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 (the "Utility"), in the following manner:

Ultraviolet Disinfection System (S-35)

(the "Project") at an estimated cost, including related design and engineering expenses of $3,250,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $3,510,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The 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 Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice 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 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 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 Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on January 17, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-032 duly adopted January 14, 2014, 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 (the "Utility"), in the following manner:

Plant 2 Headworks and clarification improvements (S-36)

(the "Project") at an estimated cost, including related design and engineering expenses of $1,000,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1,080,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The 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 Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice 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 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 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 Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-028

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS 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 City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed 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 (the "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 (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Rehabilitation of Forcemain between Plant 1 and 2 (S-32)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $900,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $972,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The 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 the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on January 14th, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-029

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS 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 City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed 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 (the "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 (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Flow Meters at Plant 2 (S-33)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $420,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $453,600 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The 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 the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on January 14, 2013.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-030

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS 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 City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed 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 (the "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 (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Emergency Backup Power for Plant 1 and 2 (S-34)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $3,250,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $3,510,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The 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 the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-031

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS 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 City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed 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 (the "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 (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Ultraviolet Disinfection System (S-35)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $3,250,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $3,510,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The 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 the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-032

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS 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 City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed 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 (the "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 (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Plant 2 Headworks and clarification improvements (S-36)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $1,000,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,080,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The 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 the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: General Obligation Bond and Note Sales

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Accept the bids; adopt the Note Resolutions; adopt the Bond Ordinances; and adopt the Bond Resolutions.

Background: The City is offering for sale, three series of general obligation temporary notes in an aggregate principal amount of approximately $133,735,000 (Series 251 ($7,540,000), Series 264 ($85,785,000), and Series 266 ($40,410,000), collectively, the "Notes") and three series of general obligation bonds in an aggregate principal amount of approximately $16,280,000 (Series 809 ($3,550,000), Series 809A ($4,720,000), and Series 2014A ($8,010,000), collectively, the "Bonds"), for the purpose of providing interim and permanent financing for capital improvement projects of the City.

Analysis: The proceeds from the sale of the Notes will be used to provide interim financing for City-at-large projects, Airport projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. Due to the nature of the TIF and Airport parking improvements, interest on the Series 251 Notes is subject to Federal income taxation. Also, due to the nature of the Airport improvements, interest on the Series 266 Notes is subject to Federal Alternative Minimum Tax.

The proceeds from the sale of the Series 809 Bonds will be used to permanently finance City-at-large and other public improvement projects. The proceeds from the sale of the Series 809A Bonds will be used to permanently finance public and facade improvements and interest on the Series 809A Bonds is subject to Federal income taxation. The proceeds from the sale of the Series 2014A Bonds will be used to permanently finance Airport improvements.

Bids will be accepted electronically via ***PARITY*** Electronic Bid Submission System until 10:00 a.m. CT in the Finance Conference Room. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following tabulation of the bids. By law, the City must award the sale of each series of the Bonds and Notes to the best conforming bidder.

Financial Considerations: The Notes are subject to optional redemption on and after October 15, 2014 and will mature on April 15, 2015. The Notes will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources. The Series 809 Bonds will mature serially over 10 years and bonds maturing on and after June 1, 2023 are subject to optional redemption on June 1, 2022 and thereafter, at par.

The Series 809A Bonds will mature serially over 15 years and certain improvements will be paid from special assessments that are levied against benefited property. The Series 2014A Bonds will mature serially over 30 years and will be paid from Airport revenues. The Series 809A Bonds and Series 2014A Bonds maturing on and after June 1, 2024 are subject to optional redemption on June 1, 2023 and thereafter, at par.

Legal Considerations: The Law Department has approved the form of the ordinances and resolutions which have been prepared by Bond Counsel. On the sale date, Bond Counsel will review the bids for conformity to the bid conditions contained in the Official Notices of Sale and will report any irregularities in the bids to the Finance Department.

Recommendations/Actions: It is recommended that the City Council: (1) award the sale of each series of the Bonds and Notes to the best bidder for such series, subject to approval of the final sizing terms by the City Manager, his designee or the Director of Finance; (2) adopt the Bond Ordinances on a Declaration of Emergency basis; and (3) adopt the Bond and Note Resolutions.

Attachments:
For each Bond series – Bond Ordinance, Bond Resolution and Declaration of Emergency
For each Note series – Note Resolution

Gilmore & Bell, P.C.
12/17/2013

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of Taxable General Obligation Temporary Notes, Series 251, dated February 11, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 251], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 251, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 14-021.

* * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.094\BASICDOCS-SERIES 251

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

$7,540,000* CITY OF WICHITA, KANSAS
TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 251

Dated: February 11, 2014 | Sale Date: January 14, 2014
Series 251 | 10:00 a.m., C.S.T.
Good Faith Deposit: $150,800 | Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
12/17/2013

RESOLUTION NO. 14-021

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

TAXABLE GENERAL OBLIGATION TEMPORARY NOTES
SERIES 251

JLN\600809.094\BASICDOCS-SERIES 251 (12-17-13)

RESOLUTION

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RESOLUTION NO. 14-021

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 251, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City" or the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the "Existing Notes"):

Series	***Dated Date***	***Maturity Date***	***Original Amount***	***Outstanding Amount***
247	February 14, 2013	February 11, 2014	$4,435,000	$4,435,000

; and

WHEREAS, all aspects of the Improvements and/or permanent financing for the all the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's Taxable General Obligation Temporary Notes, Series 251 in the principal amount of $7,540,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 12-1770 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the

time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means February 11, 2014.

"Debt Service Account" means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 251 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 251 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Maturity of the Note.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the Taxable General Obligation Temporary Notes, Series 251, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 251]

[City, State]
Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means 100% of the principal amount of the Notes.

"Purchaser" means [Purchaser 251], [City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Fund" means the Redemption Fund for Taxable General Obligation Temporary Notes, Series 251 created pursuant to ***Section 501*** hereof.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means that portion of the Series 247 Notes refunded with the proceeds of the Notes.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 247 Notes" means the City's General Obligation Renewal and Improvement Temporary Notes, Series 247 (Taxable Under Federal Law).

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and

interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 251, of the Issuer in the principal amount of $7,540,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	**Principal**	**Annual Rate**
April 15	**Amount**	**of Interest**
2015	$7,540,000*	[____]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation

or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the

Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the

Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary

practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with

respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may

determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 251.

(b) Redemption Fund for Taxable General Obligation Temporary Notes, Series 251.

(c) Debt Service Account for Taxable General Obligation Temporary Notes, Series 251.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) An amount necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund; and

(b) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on their Stated Maturity. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance the covenants regarding continuing disclosure contained ***Article IX*** hereof and in the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to any future applicable law, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note

Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
TAXABLE GENERAL OBLIGATION TEMPORARY NOTE
SERIES 251

Interest Rate:	Maturity Date: April 15, 2015	Dated Date: February 11, 2014	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 251, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-021114-[___]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "Taxable General Obligation Temporary Notes, Series 251," aggregating the principal amount of $7,540,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. K.S.A. 12-1770 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the

person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of February 11, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Gilmore & Bell, P.C.
12/17/2013

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General ObligationTemporary Notes, Series 264, dated February 11, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 264], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 264, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 14-022.

* * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.093\BASICDOCS-SERIES 264

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

$85,785,000* CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 264

Dated: February 11, 2014
Series 264
Good Faith Deposit: $1,715,700

Sale Date: January 14, 2014
10:00 a.m., C.S.T.
Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
12/17/2013

RESOLUTION NO. 14-022

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 264

JLN\600809.093\BASICDOCS-SERIES 264 (12-17-13)

RESOLUTION

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RESOLUTION NO. 14-022

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 264, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City" or the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the "Existing Notes"):

Series	***Dated Date***	***Maturity Date***	***Original Amount***	***Outstanding Amount***
254	February 14, 2013	February 11, 2014	$62,230,000	$62,230,000

; and

WHEREAS, all aspects of the Improvements and/or permanent financing for the all the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes, Series 264 in the principal amount of $85,785,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means February 11, 2014.

"Debt Service Account" means the Debt Service Account for General ObligationTemporary Notes, Series 264 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 264 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Maturity of the Note.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 264, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance

12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 264]

[City, State]
Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means 100% of the principal amount of the Notes.

"Purchaser" means [Purchaser 264], [City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Fund" means the Redemption Fund for General Obligation Temporary Notes, Series 264 created pursuant to ***Section 501*** hereof.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means that portion of the Series 254 Notes refunded with the proceeds of the Notes.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 254 Notes" means the City's General Obligation Renewal and Improvement Temporary Notes, Series 254.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 264, of the Issuer in the principal amount of $85,785,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity April 15	**Principal Amount**	**Annual Rate of Interest**
2015	$85,785,000*	[____]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such

Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by

the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before

Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the

Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 264.

(b) Redemption Fund for General Obligation Temporary Notes, Series 264.

(c) Debt Service Account for General Obligation Temporary Notes, Series 264.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) An amount necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund; and

(b) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2)

a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on their Stated Maturity. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right

or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be

recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer

and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 264

Interest Rate:	Maturity Date: April 15, 2015	Dated Date: February 11, 2014	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General ObligationTemporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 264, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-021114-[___]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 264," aggregating the principal amount of $85,785,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and

the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of February 11, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Gilmore & Bell, P.C.
12/17/2013

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General ObligationTemporary Notes (Subject to AMT), Series 266, dated February 11, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 266], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 266, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 14-023.

* * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.095\BASICDOCS-SERIES 266

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

$40,410,000* CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 266

Dated: February 11, 2014
Series 266
Good Faith Deposit: $808,200

Sale Date: January 14, 2014
10:00 a.m., C.S.T.
Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
12/17/2013

RESOLUTION NO. 14-023

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT)
SERIES 266

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RESOLUTION

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RESOLUTION NO. 14-023

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 266, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City" or the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the "Existing Notes"):

Series	***Dated Date***	***Maturity Date***	***Original Amount***	***Outstanding Amount***
256	February 14, 2013	February 11, 2014	$15,065,000	$15,065,000

; and

WHEREAS, all aspects of the Improvements and/or permanent financing for the all the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes (Subject to AMT), Series 266 in the principal amount of $40,410,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means February 11, 2014.

"Debt Service Account" means the Debt Service Account for General ObligationTemporary Notes (Subject to AMT), Series 266 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which

has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 266 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Maturity of the Note.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes (Subject to AMT), Series 266, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 266]

[City, State]
Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means 100% of the principal amount of the Notes.

"Purchaser" means [Purchaser 266], [City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Fund" means the Redemption Fund for General Obligation Temporary Notes (Subject to AMT), Series 266 created pursuant to ***Section 501*** hereof.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means that portion of the Series 256 Notes refunded with the proceeds of the Notes.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 256 Notes" means the General Obligation Improvement Temporary Notes, Series 256 (Subject to AMT).

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes (Subject to AMT), Series 266, of the Issuer in the principal amount of $40,410,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity April 15	**Principal Amount**	**Annual Rate of Interest**
2015	$40,410,000*	[____]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need

not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 266.

(b) Redemption Fund for General Obligation Temporary Notes (Subject to AMT), Series 266.

(c) Debt Service Account for General Obligation Temporary Notes (Subject to AMT), Series 266.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) An amount necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund; and

(b) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on their Stated Maturity. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance

Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or

remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the

act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
(SUBJECT TO AMT)
SERIES 266

Interest Rate:	Maturity Date: April 15, 2015	Dated Date: February 11, 2014	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the

address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General ObligationTemporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes (Subject to AMT), Series 266, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-021114-[___]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes (Subject to AMT), Series 266," aggregating the principal amount of $40,410,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized

Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest

due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By _____

JLN\600809.095\BASICDOCS-SERIES 266 (12-17-13)

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of February 11, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Gilmore & Bell, P.C.
12/18/2013

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, January 14, 2014, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 809 Bonds occur on the same date bids are received and to enable the City to deliver the Series 809 Bonds authorized by said Ordinance on February 11, 2014.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally passed on the date of its introduction.

EXECUTED at Wichita, Kansas on January 14, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

JLN\600809.072\BASICDOCS 809 (12-18-13)

Gilmore & Bell, P.C.
12/18/2013

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 809, dated February 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 809], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Ordinance and Resolution were duly read and considered, and upon being put, the motion for the passage of said Ordinance and adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. [____]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.072\BASICDOCS 809

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION BONDS, SERIES 809

Dated: February 1, 2014 | Sale Date: January 14, 2014
Good Faith Deposit: $71,000 | Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
12/18/2013

ORDINANCE NO. 49-654

OF

THE CITY OF WICHITA, KANSAS

PASSED

JANUARY 14, 2014

GENERAL OBLIGATION BONDS
SERIES 809

JLN\600809.072\BASICDOCS 809 (12-18-13)

ORDINANCE NO. 49-654

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $3,550,000* to be paid by the City at large and to be financed by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay all or a portion of the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Bonds, Series 809, dated February 1, 2014, authorized by this Ordinance.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Director of Finance" means the duly appointed and acting Director of Finance of the City or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the City.

"Improvements" means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 809, of the City in the principal amount of $3,550,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of

and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the City Council of the City on January 14, 2014 and **SIGNED** by the Mayor.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on January 14, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on January 17, 2014.

DATED: January 17, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON JANUARY 17, 2014)

SUMMARY OF ORDINANCE NO. 49-654

On January 14, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 809 Bonds approved by the Ordinance are being issued in the principal amount of $3,550,000*, to finance certain internal improvements for the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 14, 2014.

_____

Gary E. Rebenstorf, Director of Law
and City Attorney

JLN\600809.072\BASICDOCS 809 (12-18-13)

Gilmore & Bell, P.C.
12/18/2013

RESOLUTION NO. 14-024

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

GENERAL OBLIGATION BONDS
SERIES 809

JLN\600809.072\BASICDOCS 809 (12-18-13)

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RESOLUTION NO. 14-024

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 809, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-654 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "Issuer") has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its City's General Obligation Bonds, Series 809 (the "Bonds"); and

WHEREAS, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the General Obligation Bonds, Series 809, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Dated Date" means February 1, 2014.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 809 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

“Disclosure Undertaking” means the Issuer’s master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Bonds, Series 809 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Bond Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2014.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 809]
[Purchaser Address]
[City, State]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services,
a division of McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either

of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" 100% of the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $_____].

"Purchaser" means [Purchaser 809], [City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the Bonds scheduled to mature in the year 2024.]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"2024 Term Bonds"** means the Bonds scheduled to mature in the year 2024.]

[**"Term Bonds"** means collectively, the ____ Term Bonds and the 2024 Term Bonds.]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $3,550,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity June 1	Principal Amount*	Annual Rate of Interest	Stated Maturity June 1	Principal Amount*	Annual Rate of Interest
2015	$310,000	_____%	2020	$360,000	_____%
2016	320,000		2021	370,000	
2017	330,000		2022	380,000	
2018	340,000		2023	390,000	
2019	350,000		2024	400,000	

[TERM BONDS

Stated Maturity June 1	Principal Amount	Annual Rate of Interest
2024	$_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of

such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless

the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available

to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2023, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2022, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited

into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

*Final Maturity

[(b) *2024 Term Bonds*.] The 2024 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2024 Term Bonds:

Principal Amount	**Year**
$	
	2024*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of

less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Bonds, Series 809.

(b) Debt Service Account for General Obligation Bonds, Series 809 (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest and any excess proceeds received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full

trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond

Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER __ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION BOND
SERIES 809

Interest Rate:	**Maturity Date:**	**Dated Date: February 1, 2014**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2014 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____(facsimile)_____
Mayor

ATTEST:

By: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 809, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0709-087-020114-[___]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 809," aggregating the principal amount of $3,550,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-685 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2023, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2022, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2024 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each

minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest

due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 1, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Gilmore & Bell, P.C.
01/02/2014

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, January 14, 2014, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 809A Bonds occur on the same date bids are received and to enable the City to deliver the Series 809A Bonds authorized by said Ordinance on February 11, 2014.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally passed on the date of its introduction.

EXECUTED at Wichita, Kansas on January 14, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

JLN\600809.091\BASICDOCS 809A (01-02-14)

Gilmore & Bell, P.C.
01/02/2014

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Taxable General Obligation Bonds, Series 809A, dated February 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 809A], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Ordinance and Resolution were duly read and considered, and upon being put, the motion for the passage of said Ordinance and adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. [____]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.091\BASICDOCS 809A

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

CITY OF WICHITA, KANSAS
TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A

Dated: February 1, 2014 | Sale Date: January 14, 2014
Good Faith Deposit: $94,400 | Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
01/02/2014

ORDINANCE NO. 49-655

OF

THE CITY OF WICHITA, KANSAS

PASSED

JANUARY 14, 2014

TAXABLE GENERAL OBLIGATION BONDS
SERIES 809A

JLN\600809.091\BASICDOCS 809A (01-02-14)

ORDINANCE NO. 49-655

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $4,720,000* to be paid by the City at large and to be financed by the issuance of Taxable General Obligation Bonds of the City; and

WHEREAS, the Governing Body is authorized by law to issue Taxable General Obligation Bonds of the City to pay all or a portion of the costs of the Improvements and retire temporary notes previously issued to provide interim financing for the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*. and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's Taxable General Obligation Bonds, Series 809A, dated February 1, 2014, authorized by this Ordinance.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Director of Finance" means the duly appointed and acting Director of Finance of the City or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the City.

"Improvements" means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Notes" means the Series 249 Notes in the aggregate principal amount of $3,465,300.

"Series 249 Notes" means the City's Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 809A, of the City in the principal amount of $4,720,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council of the City on January 14, 2014 and **SIGNED** by the Mayor.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on January 14, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on January 17, 2014.

DATED: January 17, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON JANUARY 17, 2014)

SUMMARY OF ORDINANCE NO. 49-655

On January 14, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 809A Bonds approved by the Ordinance are being issued in the principal amount of $4,720,000*, to finance certain internal improvements in and to refund previously issued general obligation temporary notes of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 14, 2014.

_____

Gary E. Rebenstorf, Director of Law
and City Attorney

JLN\600809.091\BASICDOCS 809A (01-02-14)

Gilmore & Bell, P.C.
01/02/2014

RESOLUTION NO. 14-025

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

TAXABLE GENERAL OBLIGATION BONDS
SERIES 809A

JLN\600809.091\BASICDOCS 809A (01-02-14)

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EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. 14-025

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 809A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-655 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "Issuer") has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its City's Taxable General Obligation Bonds, Series 809A (the "Bonds"); and

WHEREAS, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the Taxable General Obligation Bonds, Series 809A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Dated Date" means February 1, 2014.

"Debt Service Account" means the Debt Service Account for Taxable General Obligation Bonds, Series 809A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for Taxable General Obligation Bonds, Series 809A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Bond Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2014.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 809A]
[Purchaser Address]
[City, State]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services,
a division of McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c)

or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" 100% of the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $_____].

"Purchaser" means [Purchaser 809A], [City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means the Series 249 Notes in the aggregate principal amount of $3,465,300.

"Refunded Notes Paying Agent" means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for the Refunded Notes.

"Refunded Notes Redemption Date" means February 11,2014.

"Refunded Notes Resolution" means the resolution which authorized the Refunded Notes.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 249 Notes” means the City's Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013.

“Special Record Date” means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2029.]

[**“____ Term Bonds”** means the Bonds scheduled to mature in the year ____.]

[**“2029 Term Bonds”** means the Bonds scheduled to mature in the year 2029.]

[**“Term Bonds”** means collectively, the ____ Term Bonds and the 2029 Term Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $4,720,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity June 1	Principal Amount*	Annual Rate of Interest	Stated Maturity June 1	Principal Amount*	Annual Rate of Interest
2015	$245,000	_____%	2023	$360,000	_____%
2016	255,000		2024	375,000	
2017	270,000		2025	300,000	
2018	285,000		2026	315,000	
2019	295,000		2027	330,000	
2020	310,000		2028	350,000	
2021	325,000		2029	365,000	
2022	340,000				

[TERM BONDS

Stated Maturity June 1	Principal Amount	Annual Rate of Interest
2029	$_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is

hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance

with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

*Final Maturity

[(b) *2029 Term Bonds*.] The 2029 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2029 Term Bonds:

Principal Amount	**Year**
$	
	2029*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the

Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said

written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for Taxable General Obligation Bonds, Series 809A.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for Taxable General Obligation Bonds, Series 809A (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest and any excess proceeds received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to provide for payment of the Refunded Notes shall be deposited in the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is

not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of Taxable General Obligation Bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of

any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the

respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in

principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to future applicable law, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing

appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER __ | **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
TAXABLE GENERAL OBLIGATION BOND
SERIES 809A

Interest Rate:	**Maturity Date:**	**Dated Date: February 1, 2014**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2014 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____(facsimile)_____
Mayor

ATTEST:

By: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable General Obligation Bonds, Series 809A, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0709-087-020114-[___]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "Taxable General Obligation Bonds, Series 809A," aggregating the principal amount of $4,720,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq*. and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Bond Resolution) and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2029 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the

person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 1, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Gilmore & Bell, P.C.
01/02/2014

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, January 14, 2014, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2014A Bonds occur on the same date bids are received and to enable the City to deliver the Series 2014A Bonds authorized by said Ordinance on February 11, 2014.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally passed on the date of its introduction.

EXECUTED at Wichita, Kansas on January 14, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

JLN\600809.092\BASICDOCS 2014A (01-02-14)

Gilmore & Bell, P.C.
01/02/2014

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JANUARY 14, 2014

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Airport Bonds, Series 2014A, dated February 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Purchaser 2014A], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Ordinance and Resolution were duly read and considered, and upon being put, the motion for the passage of said Ordinance and adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. [____]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; (c) and that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.092\BASICDOCS 2014A

EXHIBIT A
BID TABULATION

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A

Dated: February 1, 2014 | Sale Date: January 14, 2014
Good Faith Deposit: $160,200 | Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
01/02/2014

ORDINANCE NO. 49-656

OF

THE CITY OF WICHITA, KANSAS

PASSED

JANUARY 14, 2014

GENERAL OBLIGATION AIRPORT BONDS
SERIES 2014A

ORDINANCE NO. 49-656

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $8,010,000* to be paid by the City at large and to be financed by the issuance of General Obligation Airport Bonds of the City; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay all or a portion of the costs of the Improvements and retire the City's temporary notes issued to provide interim financing for the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its General Obligation Bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Airport Bonds, Series 2014A, dated February 1, 2014, authorized by this Ordinance.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Director of Finance" means the duly appointed and acting Director of Finance of the City or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the City.

"Improvements" means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Notes" means collectively: (a) the Series 260 Notes in the aggregate principal amount of $351,670; and (c) the Series 254 Notes in the aggregate principal amount of $6,751,775

"Series 254 Notes" means the City's General Obligation Renewal and Improvement Temporary Notes, Series 254, dated February 14, 2013.

"Series 260 Notes" means the City's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Airport Bonds, Series 2014A, of the City in the principal amount of $8,010,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and

subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the City Council of the City on January 14, 2014 and **SIGNED** by the Mayor.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on January 14, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on January 17, 2014.

DATED: January 17, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON JANUARY 17, 2014)

SUMMARY OF ORDINANCE NO. 49-656

On January 14, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2014A Bonds approved by the Ordinance are being issued in the principal amount of $8,010,000*, to finance certain internal improvements in and to refund previously issued general obligation temporary notes of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 14, 2014.

_____

Gary E. Rebenstorf, Director of Law
and City Attorney

JLN\600809.092\BASICDOCS 2014A (01-02-14)

Gilmore & Bell, P.C.
01/02/2014

RESOLUTION NO. 14-026

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JANUARY 14, 2014

GENERAL OBLIGATION AIRPORT BONDS
SERIES 2014A

JLN\600809.092\BASICDOCS 2014A (01-02-14)

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RESOLUTION NO. 14-026

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2014A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-656 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "Issuer") has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its City's General Obligation Airport Bonds, Series 2014A (the "Bonds"); and

WHEREAS, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the General Obligation Airport Bonds, Series 2014A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Dated Date" means February 1, 2014.

"Debt Service Account" means the Debt Service Account for General Obligation Airport Bonds, Series 2014A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Airport Bonds, Series 2014A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Bond Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2014.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser 2014A]
[Purchaser Address]
[City, State]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services,
a division of McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c)

or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" 100% of the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $_____].

"Purchaser" means [Purchaser 2014A], [City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means collectively: (a) the Series 260 Notes in the aggregate principal amount of $351,670; and (b) the Series 254 Notes in the aggregate principal amount of $6,751,775.

"Refunded Notes Paying Agent" means the paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

"Refunded Notes Redemption Date" means February 11, 2014.

"Refunded Notes Resolution" means each resolution which authorized the Refunded Notes.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 254 Notes" means the City's General Obligation Renewal and Improvement Temporary Notes, Series 254, dated February 14, 2013.

"Series 260 Notes" means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the Bonds scheduled to mature in the year 2044.]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"2044 Term Bonds"** means the Bonds scheduled to mature in the year 2044.]

[**"Term Bonds"** means collectively, the ____ Term Bonds and the 2044 Term Bonds.]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $8,010,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity June 1	Principal Amount*	Annual Rate of Interest	Stated Maturity June 1	Principal Amount*	Annual Rate of Interest
2015	$165,000	_____%	2030	$340,000	_____%
2016	175,000		2031	355,000	
2017	180,000		2032	370,000	
2018	190,000		2033	390,000	
2019	195,000		2034	410,000	
2020	205,000		2035	210,000	
2021	215,000		2036	220,000	
2022	225,000		2037	230,000	
2023	240,000		2038	245,000	
2024	255,000		2039	255,000	
2025	265,000		2040	270,000	
2026	275,000		2041	280,000	
2027	295,000		2042	295,000	
2028	305,000		2043	310,000	
2029	320,000		2044	325,000	

[TERM BONDS

Stated Maturity June 1	Principal Amount	Annual Rate of Interest
2044	$_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be

substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more

than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 17, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

*Final Maturity

[(b) *2044 Term Bonds*.] The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2044 Term Bonds:

Principal Amount	**Year**
$	
	2044*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such

mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the

principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Airport Bonds, Series 2014A.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Airport Bonds, Series 2014A (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest and any excess proceeds received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to provide for payment of the Refunded Notes shall be deposited in the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate

executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of General Obligation Airport Bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that

at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision

of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this

Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 14, 2014, as the same appears of record in my office.

DATED: January 14, 2014.

_____
Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER __ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION AIRPORT BOND
SERIES 2014A

Interest Rate:	**Maturity Date:**	**Dated Date: February 1, 2014**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2014 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____(facsimile)_____
Mayor

ATTEST:

By: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Airport Bonds, Series 2014A, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0709-087-020114-[___]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Airport Bonds, Series 2014A," aggregating the principal amount of $8,010,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2044 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly

authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)

appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 1, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

Wichita, Kansas
January 13, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated January 6, 2014 were read and on motion approved.

Bids were opened January 10, 2014, pursuant to advertisements published on:

Decel/Left turn lane and incidental drainage improvements on Maize Road Newmarket V Addition (south of 29th Street North, west of Maize) (472-84607/766294/490312) Traffic to be maintained during construction using flagpersons and barricades. (District V)

Cornejo & Sons LLC - $835,688.90

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board of Bids recommended that the contracts be awarded outlined above, same being the lowest and best bid.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Undercarriage Rebuild.

Foley Equipment Company Inc.* - $36,684.52
*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: January 13, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
January 10, 2014

Maize Road Turn Lanes (south of 29th Street North, west of Maize) – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC	**$835,688.90**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
January 10, 2014

Undercarriage Rebuild – Public Works & Utilities Department/Fleet & Facilities Division

Foley Equipment Company, Inc.	**Sole Source of Supply, Ordinance No. 35-856, Section 2(b)**	**$36,684.52**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - January 10, 2014

RQ#341307

FB#340253		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Maize Road Turn Lanes		$1,029,694.00	$952,893.40		$835,688.90
(south of 29th Street North, west of Maize)	BID BOND		X		X
	ADDENDA	1	X		X
472-84607 (766294)					

		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Maize Road Turn Lanes		$1,029,694.00		$912,422.13	
(south of 29th Street North, west of Maize)	BID BOND			X	
	ADDENDA	1		X	
472-84607 (766294)					

		Engineer's Construction Estimate			
Maize Road Turn Lanes		$1,029,694.00			
(south of 29th Street North, west of Maize)	BID BOND				
	ADDENDA	1			
472-84607 (766294)					

		Engineer's Construction Estimate			
Maize Road Turn Lanes		$1,029,694.00			
(south of 29th Street North, west of Maize)	BID BOND				
	ADDENDA	1			
472-84607 (766294)					

CHECKED BY: KO

REVIEWED BY: [illegible]

January 13, 2014

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Undercarriage Rebuild

Services to include Wash Machine, Remove and Install blade, undercarriage, track shoe both sides, and sprocket segment tracks off machine both sides

FOR A TOTAL OF $36,684.52

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Fleet & Facilities Division

Vendor	Reference Authority	Cost
Foley Equipment Co Inc.	Ordinance No. 35-856 Section 2 (b)	$36,684.52

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

a. 37th, Broadway to Hydraulic (37th, Broadway to Hydraulic) (87N-0567-01/472-84692/706992/620610/636268/208457/662024/772076) See Special Provisions. (District VI) - $6,684,000.00

b. 2013 Sanitary Sewer Reconstruction Phase 12 (north of Kellogg, east of Hydraulic) (468-84927/620650/663025) Traffic to be maintained during construction using flagpersons and barricades. (District I,II) - $199,000.00

PRELIMINARY ESTIMATE of the cost of:
37th, Broadway to Hydraulic

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	Lump Sum Items - Paving (706992)		
1	Mobilization	1	LS
2	Mobilization (DBE)	1	LS
3	Field Office & Laboratory (Type A)	1	ea
4	Site Clearing	1	LS
5	Site Restoration	1	LS
6	Removal of Existing Structures	1	LS
7	Transportation of Salvageable Materials	1	LS
8	Concrete &/or Asphalt Pavement Removed	22,891	sy
9	Excavation	24,056	cy
10	Excavation, Borrow (Contractor Furnished)	68	cy
11	Fill, Compacted (95% Density)	10,622	cy
12	Concrete Pavement (VG) 9" (Reinf)	1,212	sy
13	Concrete Pavement 9" (Uniform)	2,571	sy
14	Concrete Pavement 9" (NRDJ)	21,363	sy
15	Concrete Railroad Approach (9") (Reinf)	231	sy
16	Concrete Pavement 4" (Median) (w/ 4" Crushed Rock Base)	128	sy
17	Concrete Ramp Nose Section (Median)	4	ea
18	AC Pavement 7" (5" Bit Base) (BM-2)	1,123	sy
19	2" AC Pavement Mill & Overlay (BM-2, PG 70-28)	1,337	sy
20	Crushed Rock Base 6", Reinforced	29,614	sy
21	Crushed Rock Base 8", Reinforced	1,265	sy
22	Concrete C&G, Comb Type I (6" & 1-1/2")	9,978	lf
23	Concrete C&G, Comb Type III (8" & 1-1/2")	283	lf
24	Concrete Curb, Mono Edge (6" & 1-1/2")	650	lf
25	Concrete Safety Barrier	480	lf
	Lump Sum Bid Items - Drainage (706992)		
26	Inlet, Curb (Type 1) (L=5' W=3')	17	ea
27	Inlet, Curb (Type 1) (L=5' W=5')	1	ea
28	Inlet, Curb (Type 1) (L=10' W=3')	19	ea
29	Inlet, Curb (Type 1) (L=10' W=4')	1	ea
30	Inlet, Curb (Type 1) (L=10' W=5')	3	ea
31	Inlet, Curb (Type 1) (L=15' W=3')	8	ea
32	Inlet, Curb (Type 1) (L=15' W=4')	3	ea
33	Inlet, Curb (Type 1) (L=15' W=5')	1	ea
34	Inlet Hookup	53	ea
35	MH, Reinforced Concrete (4' x 4')	1	ea
36	MH, Reinforced Concrete (6'-6" x 4')	1	ea
37	MH (Over RCB)	17	ea
38	Concrete Ditch Lining (5") (Reinf.)	1,704	sy
39	Concrete Ditch Lining Backslope (5") (Reinf.)	14	sy
40	Slope Drain	28	lf
41	Pipe, PVC 4", Perforated (Inlet Underdrain)	583	lf
42	Pipe, Cross Road Ext. 18" (RCP) (Channel "A" Sta. 98+74)	7	lf
43	Pipe, Cross Road 42" x 27" (RCPHE) (Sta. 144+94)	81	lf
44	Pipe, Cross Road 38" x 24" (RCPHE) (Sta. 147+76)	79	lf
45	Pipe, SWS 4' x 3' (RCB)	407	lf
46	Pipe, SWS 5' x 3' (RCB)	103	lf
47	Pipe, SWS 6' x 3' (RCB)	73	lf
48	Pipe, SWS 7' x 3' (RCB)	460	lf
49	Pipe, SWS 8' x 3' (RCB)	736	lf
50	Pipe, SWS 9' x 3' (RCB) w/ wingwalls one end only	421	lf
51	Pipe, SWS 12"	6	lf
52	Pipe, SWS 15"	253	lf
53	Pipe, SWS 15" (RCP)	1,234	lf
54	Pipe, SWS 18"	47	lf
55	Pipe, SWS 18" (RCP)	384	lf
56	Pipe, SWS 24"	18	lf
57	Pipe, SWS 24" (RCP)	30	lf
58	Pipe, SWS 30"	45	lf
59	Pipe, SWS 30" (RCP)	308	lf
60	Pipe, SWS 42" x 27" (RCPHE)	647	lf
61	Pipe, SWS 12" End Section	1	ea

62	Pipe, SWS 15" End Section	1	ea
63	Pipe, SWS 15" End Section (RCP)	1	ea
64	Pipe, SWS 18" End Section	1	ea
65	Pipe, SWS 18" End Section (RCP)	1	ea
66	Pipe, SWS 18" End Section (RCP) Removed & Reset	2	ea
67	Pipe, SWS 24" End Section	1	ea
68	Pipe, SWS 42" x 27" End Section (RCPHE)	2	ea
69	Pipe, SWS 38" x 24" End Section (RCPHE)	2	ea
70	Pipe, RCBC (8' x 3') w/ Wingwalls (Sta. 128+45)	72	lf
71	Handrail (Steel), Pedestrian (3'-6") (Sta. 128+45)	53	lf
72	Pipe, RCBC (2-6' x 3') w/ Wingwalls (Sta. 153+46)	108	lf
73	Handrail (Steel), Pedestrian (3'-6") (Sta. 153+46)	73	lf
74	Pipe, RCBC (6' x 3') w/ Wingwalls (Channel "A")	88	lf
75	Handrail (Steel), Pedestrian (3'-6") (SWS Sta. 100+00)	37	lf
76	Fill, Sand (Flushed & Vibrated)	5,256	lf
77	MH Adjusted, SWS	1	ea
	Lump Sum Bid Items -Traffic (706992)		
78	Signing, except Street Name Signs	1	LS
79	Signing, Street Name Signs Only (Non-Part)	1	LS
80	Pavement Marking	1	LS
81	Traffic Signalization (37th & Broadway)	1	LS
82	Traffic Signal Conduit (3" RGC) (37th & Hydraulic)	378	lf
83	Traffic Signal Service Boxes (37th & Hydraulic)	4	ea
84	Traffic Control	1	LS
85	T-Works Sign Assembly	2	ea
	Lump Sum Bid Items - Landscaping (706992)		
86	Brick Pavers (Concrete), Crosswalk	265	sy
87	Seeding	1	LS
88	Sodding, Fescue	1	LS
89	Sodding, Bermuda	1	LS
	Measured Qty Bid Items - Paving (706992)		
90	Concrete Driveway 9" (Reinforced)	21,448	sf
91	Surfacing Material 2" (SA-1) (Driveway)	1,150	sf
92	AC Pvmt 6" (4" Bit Base), temp for Widening (w/ Crushed Rock Base)	3,600	sy
93	AC Pvmt 6", Temp for Patching	249	sy
94	Small Tree Removal	16	ea
95	Large Tree Removal	15	ea
96	Sign, Electronic Portable Message	100	day
	Measured Qty Bid Items - Erosion Control BMP (706992)		
97	BMP, Curb Inlet Protection	53	ea
98	BMP, Silt Fence	7,800	lf
99	BMP, Back of Curb Protection	9,480	lf
100	BMP, Erosion Control Mat	8,585	sy
101	BMP, Construction Entrance	2	ea
	Sanitary Sewer (Non-Partcipating)		
	Measured Qty Bid Items (620610)		
102	AC Driveway Replacement (Temporary)	33	lf
103	AC Pavement Removed	144	lf
104	Gravel Shoulder, Removed & Replaced	10	lf
105	MH, Outside Drop SS (4')	1	lf
106	MH, Standard SS (4') w/Eccentric Cone	1	lf
107	Air Testing, SS Pipe	409	lf
108	Site Clearing	1	LS
109	Site Restoration	1	LS
110	Fill, Flowable	295	lf
111	Fill, Sand (Flushed & Vibrated)	129	lf
112	AC Driveway Removed	33	lf
113	AC Pavement Replaced (Temporary)	144	lf
114	Gravel Drive Removed & Replaced	31	lf
115	Concrete Encasement 8", Reinforced	23	lf
116	Pipe Removed	410	lf
117	Pipe, SS 8"	410	lf
118	MH Removed	8	ea
119	MH Adjusted w/New Ring & Cover	2	ea
120	MH, Joint Wrap	101	lf
121	MH, Standard SS (4')	3	ea
122	MH, Standard SS (5')	1	ea
	Water Improvements (Non-Participating)		
	Measured Qty Bid Items (636268)		
123	Pipe, DI CL 12"	144	lf
124	Pipe, DI CL 6"	21	lf
125	Pipe, DI CL 8"	66	lf

126	AC Pavement Removed	230	lf
127	Valve and Valve Box Removed	4	ea
128	Valve and Valve Box Relocate	1	ea
129	Pipe, RJ DI CL 12"	153	lf
130	Valve Assembly, 2"	1	ea
131	Site Clearing	1	LS
132	Site Restoration	1	LS
133	AC Pavement Replaced (Temporary)	230	lf
134	Pipe, Cut and Cap	29	ea
135	Pipe, WL 2"	13	lf
136	Pipe, WL 8"	164	lf
137	Pipe, WL 12"	704	lf
138	Fire Hydrant Assembly	1	ea
139	Fire Hydrant	3	ea
140	Fire Hydrant Adjustment	8	ea
141	Fire Hydrant Removal	4	ea
142	Service Reconnection, Water	1	ea
143	Service Line, Long 1"	5	ea
144	Service Line, Long 2"	1	ea
145	Service Line, Short 1"	1	ea
146	Valve Box Adjusted	35	ea
147	Valve Box Removed	4	ea
148	Valve Assembly, 8"	1	ea
149	Valve Assembly, Anchored 8"	1	ea
150	Water Meter Adjusted	11	ea
151	Water Meter Removed	2	ea
	Measured Quantity Bid Items - Paving (706992)		
152	Rip-Rap, Light Stone	50	sy
	Water Improvements (Non-Participating)		
	Measured Qty Bid Items (636268)		
153	Valve Assembly, Anchored 12", Special	2	ea

KDOT Participating Items
KDOT Non-Participating Items
Construction Subtotal

Design Fee (706992)
Engineering & Inspection (706992)
Engineering & Inspection (620610)
Engineering & Inspection (636268)
Administration (706992)
Administration (620610)
Administration (636268)
Publication (706992)
Right-of-Way (706992)
Water Taps (636268)
Railroad Agreement (706992)

Total Estimated Cost $6,684,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

$2,863,955 GO/$3,406,045 FED/$169,000 WU/$241,000 SU

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

208457/662024/772076 (706992/620610/636268) 87N-0567-01/472-84692

Page _____ EXHIBIT _____

468-84927 (620650) 663025 Districts I, II

To be Bid: December 27, 2013

PRELIMINARY ESTIMATE of the cost of:
2013 Sanitary Sewer Reconstruction Phase 12
(north of Kellogg, east of Hydraulic)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Pipe, SS 8"	1,191	lf
2	Pipe Removed (8")	1,191	lf
3	Concrete Encasement Removed	142	lf
4	Concrete Encasement 8", Reinf.	57	lf
5	Concrete Encasement 8", Reinf, w/ Cut-Off Wall	85	lf
6	MH Frame & Cover, Replaced	7	ea
7	MH Bench & Invert, Rem & Replaced	5	ea
8	Concrete Sidewalk Rem & Replaced	4	lf
9	Site Clearing	1	LS
10	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
11	Service Reconnection, Sewer (4")	34	ea
12	Service Reconnection, Sewer (6")	1	ea
13	Rip Rap, Light Stone	50	sy
14	BMP, Back of Curb Protection	40	lf
15	BMP, Erosion Control Mat	110	sy
16	BMP, Silt Fence	80	lf

Construction Subtotal _____

Engineering & Inspection
Administration
Publication

Total Estimated Cost $199,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

663025 (620650) 468-84927
Page _____

EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

PRELIMINARY ESTIMATE of the cost of Lateral 4, Main 21, Four Mile Creek Sewer, to serve Sierra Hills Second Addition (District II) (468-84814/744331/480-023) – Total Estimated Cost $142,560.

To the City Council
Wichita, Kansas

Date of CC	01/14/2014
(OCA/PROJ)	744331/468-84814
(PPN)	480-023

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Lateral 4, Main 21, Four Mile Creek Sewer, to serve Sierra Hills Second Addition (District II)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $142,560

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of Lateral 4, Main 21, Four Mile Creek Sewer, to serve Sierra Hills Second Addition (District II) (468-84814/744331/480-023) – Total Estimated Cost $142,560.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

PRELIMINARY ESTIMATE for Lateral 174, War Industries Sewer, to serve Greenwich Business Center Addition (District II) (468-84743/744323/480-015) – Total Estimated Cost $22,880.

To the City Council
Wichita, Kansas

Date of CC	01/14/2014
(OCA/PROJ)	744323/468-84743
(PPN)	480-015

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Lateral 174, War Industries Sewer, to serve Greenwich Business Center Addition (District II)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $22,880

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE for Lateral 174, War Industries Sewer, to serve Greenwich Business Center Addition (District II) (468-84743/744323/480-015) -- Total Estimated Cost $22,880.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90552 to serve Glenview Addition (District II) (448-90552/735477/470-150) – Total Estimated Cost $29,290.

To the City Council
Wichita, Kansas

Date of CC	01/14/2014
(OCA/PROJ)	735477/448-90552
(PPN)	470-150

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90552 to serve Glenview Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $29,290

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90552 to serve Glenview Addition (District II) (448-90552/735477/470-150) – Total Estimated Cost $29,290.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

PRELIMINARY ESTIMATE of the cost for Water Distribution System No. 90527 to serve Reeds Cove Medical Campus (District II) (448-90527/735465/470-138) – Total Estimated Cost $49,980.

To the City Council
Wichita, Kansas

Date of CC	01/14/2014
(OCA/PROJ)	735465/448-90527
(PPN)	470-138

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90527 to serve Reeds Cove Medical Campus (District II)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $49,980

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost for Water Distribution System No. 90527 to serve Reeds Cove Medical Campus (District II) (448-90527/735465/470-138) – Total Estimated Cost $49,980.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90543 to serve an area south of Maple, east of Julia (District V) (448-90543/735471/470-144) – Total Estimated Cost $28,600.

To the City Council
Wichita, Kansas

Date of CC	01/14/2014
(OCA/PROJ)	735471/448-90543
(PPN)	470-144

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90543 to serve an area south of Maple, east of Julia (District V)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $28,600

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90543 to serve an area south of Maple, east of Julia (District V) (448-90543/735471/470-144) – Total Estimated Cost $28,600.

Page _____ Exhibit _____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Symphony Orchestra's Young People's Concerts Bus Parking (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Anne Marie Brown, Wichita Symphony Orchestra is coordinating the Wichita Symphony Orchestra's Young People's Concerts bus parking with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Symphony Orchestra's Young People's Concerts Bus Parking, January 28-30, 2014 9:00 am – 12:00 pm

- Century II Drive, Main Street to Douglas Avenue
- Century II Drive, Main Street to Cancun Street
- Cancun Street, Century II Drive to English Street

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 5 for Kellogg, Cypress to Wiedemann (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On December 4, 2007, the City Council approved a design agreement with Parsons Brinckerhoff (PB) to continue the expansion of east Kellogg from Cypress to Wiedemann. The following agreements have been approved by the City Council to-date:

Agreement	Date Approved	Description	Cost
Original	December 4, 2007	Provided initial design of improvements and related services.	$6,795,601
No. 1	March 2, 2010	Provided additional concept designs, schematics, traffic simulation models and control plans, and interagency coordination services.	$451,293
No. 2	September 14, 2010	Provided additional surveying, traffic simulation models and schematics, realignment and other adjustments to adjacent arterial streets and the main roadway, drainage improvements, and additional street lighting.	$759,643
No. 3	April 17, 2012	Provided modification of plans to meet Kansas Department of Transportation (KDOT) standards, support for right-of-way acquisition, and additional engineering to accommodate recent commercial development, integration of the aesthetic design, incorporation of Intelligent Transportation System (ITS) features, and development of a Transportation Management Plan to manage the impact of area traffic during construction.	$1,006,910
No. 4	May 14, 2013	Provided additional aerial exhibits, property staking, tract map revisions, design review drawings, and other redesign work required to accommodate property development, as well as incorporation of additional ITS devices as required by KDOT.	$174,132

Total cost of services approved to-date: $9,187,579

Right-of-way acquisition is underway, with construction projected to begin in the spring of 2014.

Analysis: On December 3, 2013, the City Council approved an agreement with TranSystems Corporation for construction engineering services, inspection, and materials testing required for this project. TranSystems will require information and feedback from the design consultant, Parsons Brinckerhoff, during the construction phase. Consultation services include review of complex design components as related to construction inquiries, oversight of construction of aesthetic elements, and

preparation and distribution of periodic progress reports to the City. Supplemental Agreement No. 5 has been prepared to authorize the additional services.

Financial Considerations: The estimated cost of the additional work is $599,322, bringing the total contract amount to $9,786,901. Funding is available in the existing construction budget, which was approved by the City Council on December 3, 2013.

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

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 5 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 5.

SUPPLEMENTAL AGREEMENT NO. 5

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 4, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PARSONS BRINCKERHOFF, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 4, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **EAST KELLOGG IMPROVEMENTS (US-54) FROM CYPRESS TO 127TH.**

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

East Kellogg Improvements (US-54) from Cypress to 127th Street
(Project No. 475 84615)

See Exhibit A

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **$599,321.66.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by November 4, 2013;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the

actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PARSONS BRINCKERHOFF, INC.

_____
Raja Govindaswamy, P.E., Vice President

ATTEST:

_____

Exhibit "A" to Supplement 5 – Additional Scope of Services

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

The scope of services as described below are in addition to Exhibit "A" of the Agreement for Professional Services made December 4, 2007 and are in accordance with Section IV. Paragraph B. of that Agreement. Scope replacements are also included, identified as such in the relevant text. Additional services were requested by the City of Wichita Engineering. Sections are outlined as per the original Agreement for Professional Services.

SECTION I – GENERAL SCOPE OF SERVICES

Construction Phase Services

1. **East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031).** The Construction Phase Services Schedule will begin at the Construction Bid Letting and end at Project Completion as noted in the Schedule section of this proposal. Construction Phase Services scope will consist of shop drawing reviews, requests for information (RFI's), and limited client requested plan revisions during the Construction Phase Services.

SECTION II – SPECIFIC SCOPE DETAILS

Construction Phase Services

CONSTRUCTION PHASE SERVICES – WEBB/KTA INTERCHANGE

The scope of services consists of reviewing and/or assisting in the review of shop drawings, addressing requests for information (RFI's), completing limited client requested plan revisions as specified, and attending limited coordination meetings as needed during the Construction Phase Services as applicable to the East Kellogg (US-54/400) – Webb/KTA Interchange Project (City of Wichita Project No. 472-85031).

Reports of Progress will be distributed to the CITY every (4) weeks coinciding with invoices.

PB is not responsible for:

- Public involvement or publications
- Record drawings
- Project administration
- Inspection
- Staking
- Quality control testing
- Inspection reporting and record keeping
- Finalizing all project documentation
- Construction work site safety for any items of work to be performed by the Construction Contractor

PB is not responsible for construction engineering services provided by the CITY, KDOT or other third parties. PB is not responsible for acceptance of the Project.

SHOP DRAWINGS REVIEWS

The scope of services consists of reviewing and/or assisting in the review of Contractor submittals of shop drawings as applicable to the following structures only:

- Br. No. 54-87-31.88 (824) – 160'-$2^{15}/_{16}$" Welded Steel Box Girder Spans (Ramp D over Kellogg)
- Br. No. 54-87-31.88 (825) - 68'-$6^{3}/_{8}$" Cast Place Rigid Frame Structure (Ramp D over South Frontage Road)
- Br. No. 54-87-32.12 (826) - 156'-$5^{1}/_{4}$" Welded Steel Box Girder Spans (Webb Road over Kellogg)
- MSE Retaining Wall AA (2054)
- Soldier Pile Retaining Wall A (2056)
- MSE Retaining Wall B1 (2055)
- Soldier Pile Retaining Wall B2 (2058)
- MSE Retaining Wall C (2057)
- MSE Retaining Wall D (2059)
- MSE Retaining Wall E (2060)
- MSE Retaining Wall F (2061)
- Soldier Pile Retaining Wall G (2063)
- Soldier Pile Retaining Wall H (2062)
- Disk Struts at Webb Road

All requested shop drawing reviews shall be submitted in writing to the PB Project Manager.

PB's review of shop drawings is only for general conformance with the design concept of the project. The review is not for the purpose of determining the accuracy and completeness of details or verifying dimensions and quantities. The approval of the shop drawings does not indicate approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.

REQUESTS FOR INFORMATION (RFI's)

The scope of services consists of addressing up to forty (40) Contractor requests for information (RFI's) for general items as applicable to the Project. This scope of services assumes four (4) PB staff hours on average for each general item request. In addition to the general items, this scope of services includes addressing specific Contractor requests for information (RFI's) as applicable to the following structures only:

- Br. No. 54-87-31.88 (824) – 160'-$2^{15}/_{16}$" Welded Steel Box Girder Spans (Ramp D over Kellogg)
- Br. No. 54-87-31.88 (825) - 68'-$6^{3}/_{8}$" Cast Place Rigid Frame Structure (Ramp D over South Frontage Road)
- Br. No. 54-87-32.12 (826) - 156'-$5^{1}/_{4}$" Welded Steel Box Girder Spans (Webb Road over Kellogg)
- MSE Retaining Wall AA (2054)
- Soldier Pile Retaining Wall A (2056)
- MSE Retaining Wall B1 (2055)
- Soldier Pile Retaining Wall B2 (2058)
- MSE Retaining Wall C (2057)
- MSE Retaining Wall D (2059)
- MSE Retaining Wall E (2060)
- MSE Retaining Wall F (2061)

- Soldier Pile Retaining Wall G (2063)
- Soldier Pile Retaining Wall H (2062)
- Disk Struts at Webb Road

All RFI's shall be submitted in writing to the PB Project Manager.

The scope of services includes two (2) PB staff members to participate in up to sixteen (16) on-site construction meetings. The scope of services includes one (1) PB staff member to participate in one (1) site visit to the steel fabricator shop and one (1) site visit with the artist to the CNC shop. PB staff will not participate in any off-site meetings with the Contractor or other governmental agencies.

PLAN REVISIONS

The scope of services consists of completing up to six (6) plan revisions as requested by the CITY as applicable to the Project. This scope of services assumes forty (40) PB staff hours on average for each requested plan revision. This scope of services does not include quantity verifications due to Contractor requested field changes.

CONSTRUCTION AESTHETIC OVERSIGHT

The scope of services consists of construction oversight services of the aesthetics elements.

FF.5.1 Vicki Scuri Siteworks Aesthetic Oversight

The scope of services consists of Vicki Scuri Siteworks construction oversight services of the aesthetics elements as described below:

- **3D Final Development & Test Cuts of Panels.** Scope of services includes 3D development of test and final wall panels for:

    - 14 Soldier Pile Wall Panels, including 20 half panels
    - 8 MSE Wall Panels, including 8 half panels

    Panels will be developed in two sizes: 5'x10' for Soldier Pile Walls and 5'x10' NOM DIM for MSE Walls. Texture patterns may change the orientation with panel orientation. The Soldier Pile Wall 3D Development and the MSE Wall 3D Development may not be simultaneous.

- **On Site Fabrication at CNC Milling Site/Fabrication Run of Panels.** Scope of services for oversight of the panel fabrication at the CNC milling site includes the following:

    - Prototype Development for Soldier Pile Wall Panels
    - Mill Run for Soldier Pile Wall Panels
    - Prototype Development for MSE Wall Panels
    - Mill Run for MSE Wall Panels

    The Soldier Pile Wall Panel Fabrication Run and the MSE Wall Panel Fabrication Run may not be simultaneous.

- **On Site Review at Formliner Fabricator Site.** Scope of services for oversight of the panel fabrication at the formliner fabricator site includes the following:

    - Formliner Soldier Pile Wall Panel Master Mold Fabrication

- Approval of Soldier Pile Wall Panel Master Molds & Prototype Liners
- Write up and documentation for Soldier Pile Wall Panels
- MSE Wall Formliner Master Mold Fabrication
- Approval of MSE Master Molds and Prototype Liners
- Write up and documentation for MSE Wall Panels

- **On Site Review of Mock-Ups.** Scope of services for review of mock-ups includes the following:

  - Soldier Pile Wall Prototype Panels
  - Soldier Pile Wall Mock-Up Wall
  - MSE Wall Prototype Panels
  - MSE Wall Mock-Up Walls

- **Shop Drawing Reviews.** Scope of services for shop drawing reviews of the aesthetic elements includes the following:

  - Soldier Pile Walls
  - MSE Walls
  - Special Bridge Rails
  - Disk Struts
  - Aesthetic Lighting

- **Requests for Information /On Site Reviews.** Scope of services for Contractor requests for information and on site reviews of aesthetic elements includes the following:

  - Soldier Pile Walls
  - MSE Walls
  - Special Bridge Rails
  - Disk Struts
  - Aesthetic Lighting

SECTION III – SCHEDULE

In accordance to Section V. Paragraph D. of the Agreement for Professional Services made December 4, 2007 an extension is requested. The following schedule represents a revised performance schedule:

The following schedule represents the performance schedule for Section I. East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) of this document:

1. Final Plans submitted on November 4, 2013
2. Construction Bid Letting on January 17, 2014
3. Project Completion on or before July 15, 2018

Exhibit B

REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit "C" for Supplement 5 – Fee

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

Item		Hours		Cost
Shop Drawing Reviews *Shop drawings as applicable to the structures identified in Exhibit A.*				**$195,381.67**
	PB Direct Salary Cost PB Overhead (158.8%) PB Fee	1549	$67,406.46 $107,041.46 $20,933.75	
Requests for Information *Contractor requests for information (RFI's) as identified in Exhibit A and project administration.*				**$105,837.54**
	PB Direct Salary Cost PB Overhead (158.8%) PB Fee Expenses	658	$35,464.76 $56,318.04 $11,013.94 $3,040.80	
Plan Revisions *Plan revisions as identified in Exhibit A.*				**$27,962.45**
	PB Direct Salary Cost PB Overhead (158.8%) PB Fee Expenses	240	$9,575.60 $15,206.05 $2,973.80 $207.00	
Aesthetic Oversight *Construction oversight services of the aesthetics elements as identified in Exhibit A.*				**$268,140.00**
	Vicki Scuri Siteworks	1564	$268,140.00	
Total Supplement 5				**$599,321.66**

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
DECEMBER 2013

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Actuarial Services for Post Employment Benefits Other Than Pensions	12/31/2014	The Nyhart Company	Finance	1/1/2012 - 12/31/2012	2 - 1 year options
Actuarial Services for Self-Funded Automobile Liability, General Liability & Workers Compensation	12/31/2014	Pinnacle Actuarial Resources, Inc.	Finance	1/1/2010 - 12/31/2010	Last option
Anhydrous Ammonia (Bulk Delivery)	12/31/2014	Airgas Specialty Products Inc.	Public Works & Utilities	1/1/2012 - 12/31/2012	Last option
Asbestos Abatement - Secondary Contractor	12/31/2014	F & H Abatement Services Inc.	Public Works & Utilities	1/24/2012 - 12/31/2012	Last option
Asbestos Abatement - Primary Contractor	12/31/2014	Enviro Remediation, Inc.	Public Works & Utilities	1/24/2012 - 12/31/2012	Last option
Asphalt, Hot & Cold Mix - Group 1	12/31/2014	Cornejo & Sons, LLC	Various	1/1/2012- 12/31/2012	Last option
Asphalt, Hot & Cold Mix - Group 2	12/31/2014	Cornejo & Sons, LLC	Various	1/1/2012- 12/31/2012	Last option
Automatic Teller Machines - Airport	12/31/2014	Intrust Bank NA	Airport	5/8/2007 - 5/7/2010	Last option
City Maps	12/31/2014	Ridgway's LLC DBA ARC - OK Central	Various	1/1/2003 - 12/31/2003	Annual basis
COBRA Administrator for 2013	12/31/2014	ASI Cobra	Human Resources	12/10/2012 - 12/31/2013	3 - 1 year options
Diamond Saw Blades	12/31/2014	National Diamond LLC	Public Works & Utilities	1/1/2012 - 12/31/2012	Last option
Education Services for WER and Fire	12/31/2014	NestEgg Consulting, Inc.	Finance	10/1/2001 - 9/30/2002	Annual basis
Insurance, 2010 Property, Liability & Excess Workman's Comp Placement Services	12/31/2014	Lockton Companies, LLC	Finance	1/12/2010 - 12/31/2010	Last option
Investment Consulting Services for WER and Police & Fire	12/31/2014	Callan Associates, Inc.	Finance	1/1/2012 - 12/31/2012	2 - 1 year options
Legal Services for City Worker's Compensation Claims	12/31/2014	Edward D Heath Jr.	Law	1/1/2012 - 12/31/2012	2 - 1 year options
Medical Bill Review Services	12/31/2013	CorVel Corporation	Finance	4/1/2008 - 3/31/2009	3 month extension
Outsourcing Print Shop and Mail Room Services - Options 2 & 3	12/31/2014	Tarrant, Inc. dba Quik Print	IT / IS	7/1/2009 - 12/31/2010	Last option
Outsourcing Water Bills - Option 1	12/31/2014	High Cotton USA, Inc. dba High Cotton	IT / IS	7/1/2009 - 12/31/2010	Last option
Phosphonic Acid	12/31/2014	Water-Wise Enterprises, LLC	Public Works & Utilities	1/1/2013 - 12/31/2013	1 - 1 year option
Polymer for Use in the Wastewater Solids Dewatering Facility	12/31/2014	Polydyne, Inc.	Public Works & Utilities	1/1/2012 - 12/31/2012	Last option
Portable Toilets	12/31/2014	Waste Connections Inc. DBA Waste Connections of Kansas Inc.	Various	1/1/2013 - 12/31/2013	1 - 1 year option
Record Keeping Services	12/31/2014	Northeast Retirement Services, Inc.	Finance	1/1/2011 - 12/31/2011	1 - 1 year option
Sweeping Parking Lots & Garages	12/31/2014	NCPM, Inc. dba Nexus Commercial Property Maintenance	Public Works & Utilities	1/1/2013 - 12/31/2013	1 - 1 year option
Uniform Rental for Public Works & Utilities	12/31/2013	Aramark Uniform & Career Apparel LLC DBA Aramark Uniform Services	Public Works & Utilities	1/14/2013 - 12/31/2013	2 - 1 year options
Uniform Shirts, Pants and Lab Coats Rental for Water Utilities - Sewage Treatment Division	12/31/2014	Aramark Uniform & Career Apparel LLC DBA Aramark Uniform Services	Public Works & Utilities	1/16/2012 - 12/31/2012	Last option
Victims' Rights and Advocate Services	12/31/2013	Correctional Counseling of Kansas	Law	1/1/2013 - 12/31/2013	2 - 1 year options
Wichita Retirement Systems Trust/Custody Bank Search (Custodian Services for WER)	12/31/2014	State Street Bank and Trust Company	Finance	1/1/2011 - 12/31/2011	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $25,000
DECEMBER 2013

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Integrated Solutions Inc.	PO340881	Integrated Solutions Inc.	$10,000.00		
Flightview Inc.	PO340976	Information Highway Electronic Services	$32,274.00		

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR DECEMBER 2013

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Avail Techn ologies Inc.	DP340852	Support Services	$31,748.50		

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Renovation of 1801 Airport Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Resolution 12-242, adopted on October 23, 2012, authorized the issuance of general obligation bonds for renovations to the Authority owned facility at 1801 Airport Road at an estimated cost of $935,000.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to increase a capital budget for the renovation of 1801 Airport Road. To correspond with that action, this Amending Resolution reflects the revised estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is $1,480,000, exclusive of interest on financing, administrative and financing costs, which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has reviewed and approved the Amending Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Amending Resolution and authorize the necessary signatures.

Attachments: Amending Resolution.

RESOLUTION NO. 14-027

A RESOLUTION AMENDING RESOLUTION NO. 12-242 WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

WHEREAS, the City of Wichita, Kansas (the "City" or the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the "Authority"); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the "Act") to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, pursuant to Resolution No. 12-242 the Governing Body authorized the issuance of general obligation bonds of the City to finance improvements to the Wichita Mid-Continent Airport Facility consisting of renovations to 1801 Airport Road (the "Project") at an estimated cost of $935,000 exclusive of the cost of interest on borrowed money; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to amend Resolution No. 12-242 to increase the Project cost approved therein and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. That Section 2 of Resolution 12-242 is hereby amended to read as follows:

> "***Section 2***. It is hereby authorized, ordered and directed that the Project be constructed and installed at an estimated cost of $1,480,000 in accordance with specifications prepared or approved by the Authority. The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 12-242 made on or after the date which was 60 days before the date of adoption of Resolution No. 12-242 and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2."

Section 2. That the original version of Section 2 of Resolution No. 12-242 is hereby repealed. The rest and remainder of Resolution No. 12-242 it is hereby ratified and confirmed.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on January 14, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council Members

SUBJECT: Approval to Submit an Application for Environmental Protection Agency Brownfields Assessment Grant for the Former Railroad/Pearl Street Corridor in Delano (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve submittal of the application and authorize the necessary signatures.

Background: This project concerns the former railroad/Pearl Street corridor located north of Douglas from Dodge Avenue to the Arkansas River in the Delano Neighborhood. The corridor currently consists of a mix of public property and public rights-of-way. Historical maps and documentation show that railroad tracks were located in the Pearl Street rights-of-way from 1914 until about 1995.

On March 6, 2001, the Wichita City Council adopted the Delano Neighborhood Revitalization Plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan. The plan recommends that the abandoned railway and triangular area at the heart of the neighborhood be developed as a park, path, and connection to the Arkansas River.

In June 2005, a Phase II Environmental Assessment for the former railroad/Pearl Street corridor from Martinson Avenue to McLean Boulevard was completed. The soil samples collected as part of the assessment showed the presence of arsenic, lead and other toxic substances at various locations within the corridor above acceptable residential risk levels.

In 2003, 2005, 2007, and 2009, the City of Wichita submitted funding applications to the Kansas Department of Transportation for construction of a shared-use path within the corridor. In 2009, the City also submitted an application to the Kansas Department of Wildlife and Parks for construction funding. None of these applications were successful.

On January 6, 2009, the Wichita City Council adopted the Wichita Parks, Recreation, and Open Space Plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan. The plan recommends that a pathway be developed within the corridor, and identified the proposed Delano Neighborhood Pathway as one of the top seven priorities for the City. On July 18, 2011, the Park Board identified the Delano Neighborhood Pathway as the number one priority pathway.

On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan recommends the development of a shared-use path within the corridor.

Analysis: The Environmental Protection Agency (EPA) Brownfields Assessment Grants fund the inventory, characterization, assessment, and planning of Brownfield sites. The EPA anticipates awarding up to 189 assessment grants as part of this application process. The grant application deadline is January 22, 2014. The project period for the assessment grants is up to three years.

City staff recommends that the City apply for funding to undertake a civic project to:

- engage stakeholders (i.e. adjacent businesses, property owners, residents, etc.),
- identify future use(s) of the corridor,
- determine the best methods for preventing exposure to the toxic substances,
- develop conceptual plans,
- estimate costs, and
- identify next steps.

Financial Considerations: The EPA Brownfields Assessment Grant covers the full cost of the project, with up to $200,000 per site. There is no required cost share for the assessment grants.

Legal Considerations: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the submittal of a Brownfields Assessment Grant application to the EPA for the former railroad/Pearl Street corridor in the Delano Neighborhood and authorize the necessary signatures.

Attachments: None

City of Wichita
City Council Meeting
January 14, 2013

TO: Mayor and City Council

SUBJECT: Chisholm Creek Park Federal Lands Access Program (FLAP) Grant Acceptance (District I)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Accept the Federal Lands Access Program (FLAP) grant and authorize the necessary signatures.

Background: The FLAP Program is a new Federal Grant Program for states, counties, tribes and local governments. The program provides funds for transportation projects that provide access to, are adjacent to, or are within Federal lands with emphasis placed on those that access high use recreation sites and are Federal economic generators. The facility must be owned or maintained by the state, tribe or local government. Eligible projects include construction and reconstruction of transportation systems for pedestrians and bicycles.

Great Plains Nature Center (GPNC) sits on a Federally-owned parcel of land in Chisholm Creek Park (CCP). The asphalt bike path throughout the park is in disrepair. On June 18, 2013, the City Council authorized the Park and Recreation Department to submit a grant application to remove the asphalt, replace it with a concrete pathway, and extend the path to the GPNC.

The CCP project was short-listed in August, and the Federal project manager made a site visit on September 18, 2013. The FLAP Project Design Committee later met and selected the CCP project as a finalist to move forward. A Project Memorandum of Agreement has been prepared for the design, construction and construction engineering phases of the contract. Design will begin in January, with construction anticipated early fall of 2014.

Analysis: The Department of Transportation (DOT) has increased its estimated costs for the bike/pedestrian trail improvements to $973,454 after performing a more thorough analysis of the project. Its initial 80% commitment of $500,000 has now increased to approximately $778,763. Subsequently, the estimated 20% matching amount of $125,000 has now increased proportionately to $194,691 for the City of Wichita. The $194,691 (20%) match is budgeted in the 2011-2020 Capital Improvement Program CCP project.

Financial Considerations: The City Council approved the CCP project on June 18, 2013, which allocated $250,000 for structure demolition and bike path/pedestrian trail improvements. The structures have been demolished and $211,000 remains to fund the bike path improvements.

Legal Considerations: The project agreement for design, construction and construction engineering is subject to review by the Law Department.

Recommendations/Actions: It is recommended that the City Council accept the increased FLAP grant commitment and authorize the necessary signatures.

Attachments: Federal Lands Access Program Reimbursable Agreement documents.

Federal Highway Administration
Federal Lands Highway
AGREEMENT

DTFH68-14-E-00063

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
City of Wichita, Kansas	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 043063460 TIN: 48-6000653	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Finance Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-1606 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Finance Point of Contact Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 802 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Program Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-1606 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Program Point of Contact Name: Brent Nagen Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3411 E-mail: brent.nagen@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: see date of signature below To: July 31, 2015	23 U.S.C. 201 and 204
TOTAL AGREEMENT AMOUNT	**PAYMENT TERMS AND SCHEDULE**
TOTAL AGREEMENT AMOUNT: $194,691	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached SOW and FLAP Project Agreement

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature Date	Signature Date
Title	Title

Revised 3/2010

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
DECEMBER 10, 2013

Project–Facility Name: KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements

Project Route: (FLMA and Local): South of K-96 at Woodlawn

State: Kansas

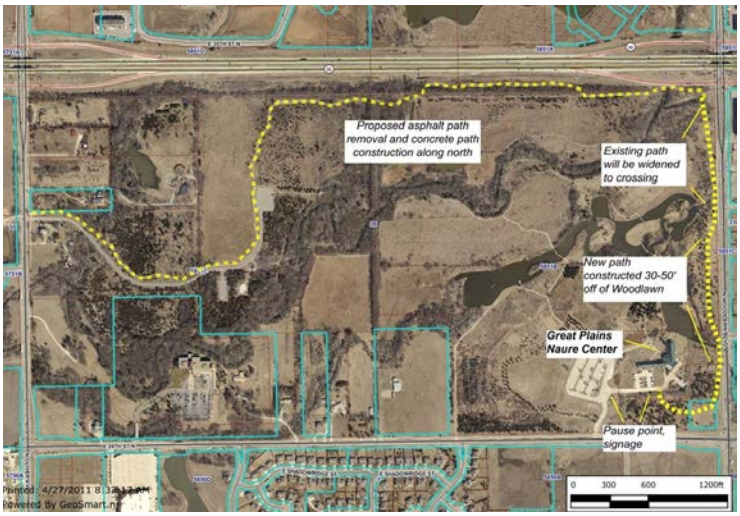
County: Sedgwick

Owner of Federal Lands to which the Project Provides Access: Great Plains Nature Center

Entity with Title or Maintenance Responsibility for Facility: City of Wichita, Kansas

Type of Work:

The Great Plains Nature Center (GPNC) is a joint venture of city, state and federal park and wildlife agencies. It was built primarily using federal funds. Bicyclists and pedestrians from the surrounding area access GPNC via the K-96 Bike Path and arterial sidewalk along Woodlawn and 29th St. N. Several issues along the route are potential safety concerns:



- The 10+ year-old bike path has deteriorated, resulting in cracks and shoulder sloughing.
- Arterial walk along Woodlawn is adjacent to the busy (23,678 AADT), noisy street.

Initial estimates indicate that these issues can be addressed with grant funding. If Access Program funding is not received, repairs will be prioritized and performed as funding allows. Consequently only a portion of the K- 96 Bike Path will be able to be repaired with City funds, and visitors will continue to use the arterial walk and the 29th St. entrance. This project will replace the existing cracked asphalt pathway, repair undermined pedestrian railing, and construct a new concrete pathway to connect Wichita's bike path system to the Great Plains Nature Center (GPNC).

The proposed road reconstruction will use the entire available bench width to make geometric improvements, shifting the widening from side to side throughout the corridor to fit within the existing right-of-way. Based on the scoping efforts, the proposed improvements include:

- Improved horizontal and vertical geometry to improve sight distance;
- Added left turn bay at the west end of the project for eastbound to northbound South Golden Parkway traffic;
- Adding guardrail;
- Drainage improvements, including size increases and extensions to facilitate roadway widening;
- Providing 4-foot paved shoulders on each side of the road to match the roadway both east and west of the project area;
- Improvements to the Wye intersection with Chuck Yeager Road, converting it into a "T" intersection.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
DECEMBER 10, 2013

Parties to this Agreement:

- City of Wichita
- USFWS Quivira National Wildlife Refuge
- Federal Highway Administration Central Federal Lands Highway Division (FHWA-CFLHD)

The Program Decision Committee approved this project on October 3, 2013
Date

AGREED:

Larry Hoetmer
Principal Planner/LA
City of Wichita

Date

Mike Oldham
Refuge Manager
USFWS Quivira National Wildlife Refuge

Date

Judy Salomonson
Director of Program Administration
FHWA-CFLHD

Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
DECEMBER 10, 2013

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, ***City of Wichita, KS*** agrees to provide a matching share equal ***20%*** of the total cost of the project, as detailed more fully in Sections J and K below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

City of Wichita, Kansas has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

City of Wichita, Kansas has coordinated project development with the ***USFWS Quivira National Wildlife Refuge***. The ***USFWS Quivira National Wildlife Refuge*** support of the project is documented in a letter from USFWS Quivira National Wildlife Refuge to the Kansas Project Decision Committee dated June 17, 2013. Each party to this agreement who has a primary role in NEPA, right-of-way, design, or construction shall coordinate their activities with the ***USFWS Quivira National Wildlife Refuge***.

E. PROJECT BACKGROUND/SCOPE

Safety

The proposed segregated path entry into the nature center will eliminate potential conflicts with buses at the main entrance, and greatly reduce potential conflicts with vehicles. After construction the only interaction should be between users and service vehicles.

The existing pedestrian railing near the K-96 CBC's has been undermined by years of exposure and will be repaired through the project. Due to this undermining, the railing has begun to lean outward from the pathway, causing an unsecure protection for pathway users. The railing will be readjusted which will require portions of the headwall to be recasted as the railing is attached to the headwall. In addition, the slopes will be reshaped and covered with concrete for protection.

There will be no impacts to existing drainage features. Existing drainage patterns will be preserved. Deteriorated culverts and disturbed ditches will be replaced in kind. No more than 5 ditch relief culverts may be required.

If the pathway volumes begin to increase or other operational challenges such as sight distance constraints, the use of a centerline stripe on the pathway can help clarify the direction of travel and organize pathway traffic. A solid yellow centerline stripe may be used to separate two directions of travel where passing is not permitted, and a broken yellow line may be used where passing is permitted. The centerline can either be continuous along the entire length of the pathway, or may be used only in locations where operational challenges exist. Per the MUTCD, all markings used on bikeways shall be retroreflective.

Highway Design

The 1.29 miles of existing pathway will be pulverized and used as a base for 5" of concrete at 10 feet wide. The 0.31 miles of pathway along N Woodlawn Blvd will be rerouted 30 to 50 feet away from the road for safety reasons. This pathway realignment will consist of a 5" aggregate base and 5" of concrete at 10' wide. The existing pathway along this reroute section will remain in place as a pedestrian sidewalk for Woodlawn.

A 0.22 mile new pathway, with 6" aggregate base and 5" of concrete, is proposed from the end of the pathway realignment, south around the park perimeter and ending at the Great Plains Nature Center.

The entire pathway being resurfaced and newly constructed will consist of a 1' revegetated shoulder on each side with 6:1 slopes graded to existing.

A pause point (refuge area) will be signed near the Great Plains Nature Center, just prior to crossing the roadway. This point will allow for pedestrians and bicyclists to stop and dismount, as necessary, while yielding to vehicular traffic before crossing towards the Great Plains Nature Center. Signage will be located along the roadway warning drivers of the ahead pathway crossing. This point will also be dictated on the pathway with signage. With a proposed 10'

pathway width, additional concrete pavement is not anticipated to be necessary to provide pedestrian and bicycle users safe refuge.

Utilities

No relocations are anticipated.

Environment and Permits

Surveys for wetlands, biological, and cultural resources are anticipated. It is expected a CE will be prepared by CFLHD.

NWP and NPDES permit is anticipated.

Survey and Right-of-Way

Field survey will be obtained for design along the new pathway alignment. The survey will consist of a 30' corridor along a proposed pathway alignment. Aerial imagery survey is not required for the project.

No right of way acquisitions required.

Geotechnical and Pavements

No Geotechnical work will be required.

All new pathway construction and reconstruction will receive 5" of concrete. The pathway reconstruction will include pulverizing the existing surface. The proposed construction will include 6" of aggregate base. The new concrete pathway will contain reinforcing mesh, the specifics of which will be determined during design.

Hydrology/Hydraulics

No hydrology or hydraulics will be required.

Construction

One construction season is anticipated for this work. The path will be closed to traffic during construction. It is anticipated that construction will take place during off season months.

F. PROJECT BUDGET

Item	Total	Comments
Scoping	$20,436	Scoping costs as of 12-09-2013
Preliminary Engineering & NEPA (PE)	$101,873	Includes contracting costs.
Construction (CN)	$711,896	
Construction Engineering (CE)	$71,190	
Subtotal	$884,958	Excludes SCOPING costs
Contingency (10%)	$88,496	
Total	**$973,454**	

Note: Scoping total is actual costs to date for the scoping effort. The PE, CN, and CE costs are estimated from the scoping effort.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	• Develop and sign this Project Agreement • Manage project development schedule and preliminary engineering costs • Perform environmental surveys • Be the lead agency for NEPA • Prepare and approve environmental documents and make project decisions based on the NEPA documents • Obtain permits required for Federally constructed projects • Prepare the PS&E • Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until City of Wichita has concurred with the plans and specifications) • Construct the project • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, City of Wichita, USFWS Quivira National Wildlife Refuge, contractor, etc.) • Provide Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E • Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state or City maintenance work • Verify adherence to environmental documents • Attend final inspection with City of Wichita, and USFWS Quivira National Wildlife Refuge upon completion of construction	

Responsible Party	Product/Service/Role	Comments
City of Wichita	• Review and sign this Project Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review the environmental documents, plans and specifications at each phase of design and provide project development support • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding policy and administration for the project and concur with the final plans and specifications • Provide ROW and utility information and coordination • Coordinate utility relocations if necessary • Sign FHWA-CFLHD Utility and Right of Way certifications • Coordinate with FHWA-CFLHD on NEPA related issues • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, USFWS Quivira National Wildlife Refuge , contractor, etc.) • Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction • Attend a final inspection with the FHWA-CFLHD and USFWS Quivira National Wildlife Refuge upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion	**All responsibilities listed are in addition to the required 20% hard match.**

Responsible Party	Product/Service/Role	Comments
USFWS Quivira National Wildlife Refuge	• Review and sign this Project Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction and administration for the project and concur with the final plans and specifications • Develop a public information program in coordination with FHWA-CFLHD and City of Wichita • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, City of Wichita, contractor, etc.). • Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff • Continue to update and implement the public information program • Attend final inspection with the FHWA-CFLHD and City of Wichita upon completion of construction	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish Date	Comments
FHWA-CFLHD	Project Development and Planning	December 2013	Project Development Plan
FHWA-CFLHD	Preliminary Design	January 2014	Develop 30% PS&E
FHWA-CFLHD	Environmental Compliance	May 2014	Categorical Exclusion (CE) completed
FHWA-CFLHD	Pre-Final Design	May 2014	Develop 95% PS&E
FHWA-CFLHD	Final Design	June 2014	Develop the final contract documents
FHWA-CFLHD	Advertise and Award Contract and NTP	August 2014	Dependent upon FLAP funding and City match being in place

Note: A more detailed schedule will be developed and changes will be provided to the City of Wichita and USFWS Quivira National Wildlife Refuge.

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO	AASHTO, state, and design standards
Functional Classification	Trail	
Surface Type	Concrete	
Design Speed	20 MPH	.
Lane Width	10 feet	

J. FUNDING

Fund Source	Amount	Comments
Kansas Federal Lands Access Program Funds	$778,763	80%
Local Match – City of Wichita, KS	$194,691	20% Hard Match
TOTAL	**$973,454**	

K. MATCHING SHARE REQUIREMENTS

Local match schedule of payments:

Milestone	Projected Match Requirement	Schedule
Scoping/Preliminary Engineering	$20,436 (as of 12/09/2013)	Remainder to be invoiced at the initiation of Preliminary Engineering.
Preliminary Engineering & NEPA (PE)	$101,873	To be invoiced on a monthly basis as charges are incurred during design.
Construction/Construction Engineering	$783,086	To be invoiced on a monthly basis as progress payments are made to the contractor.
Contingency	$88,496	Contingency to account for variations in engineering and construction costs. To be invoiced, if needed, on a monthly basis as progress payments are made to the contractor.

During Preliminary Engineering, FHWA-CFLHD will provide quarterly reports showing actual costs and projected remaining costs as well as current project costs for the Construction and Construction Engineering.

City of Wichita will provide 20% of the total Federal Lands Access Program funding required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Address/Phone Number/Email
Mike Oldham, Refuge Manager	USFWS Quivira National Wildlife Refuge	(620) 486-2393 ext. 223 mike_oldham@fws.gov
Larry Hoetmer, Principal Planner/LA, City of Wichita	City of Wichita	(316) 268-4179 LHoetmer@wichita.gov

Brent Nagen, Project Manager	FHWA-CFLHD	(720) 963-3411 brent.nagen@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended. It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA-CFLHD	City of Wichita, KS	USFWS Quivira National Wildlife Refuge	Time
Brent Nagen, Project Manager	Larry Hoetmer, Principal Planner, Park and Recreation Department	Refuge Manager: Mike Oldham	14 days
Ed Hammontree, Project Management Branch Chief	Doug Kupper, Director, Park and Recreation Department		30 days
Michael Davies, Director, Office of Project Delivery	Robert Layton, City Manager, City of Wichita		90 days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the

parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

Statement of Work
Project: KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements
Reimbursable Agreement No.: DTFH68-14-E-00063
December 10, 2013

I. Introduction: City of Wichita, Kansas will provide funding for preliminary engineering, construction, and construction engineering to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements project. City of Wichita shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency. Funding was previously provided by City of Wichita for the scoping report and project delivery plan development under Reimbursable Agreement No. DTFH68-13-E-00108.

II. Location: Great Plains Nature Center, Wichita, Kansas.

III. Work Required: For the KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements project, as selected by the Programming Decisions Committee (PDC) in the state of Kansas, develop contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work. Provide contract administration and construction engineering services.

The Great Plains Nature Center (GPNC) is a joint venture of city, state and federal park and wildlife agencies. It was built primarily using federal funds. Bicyclists and pedestrians from the surrounding area access GPNC via the K-96 Bike Path and arterial sidewalk along Woodlawn and 29th St. N. Several issues along the route are potential safety concerns:

- The 10+ year-old bike path has deteriorated, resulting in cracks and shoulder sloughing.
- Arterial walk along Woodlawn is adjacent to the busy (23,678 AADT), noisy street.

Initial estimates indicate that these issues can be addressed with grant funding. If Access Program funding is not received, repairs will be prioritized and performed as funding allows. Consequently only a portion of the K- 96 Bike Path will be able to be repaired with City funds, and visitors will continue to use the arterial walk and the 29th St. entrance. This project will replace the existing cracked asphalt pathway, repair undermined pedestrian railing, and construct a new concrete pathway to connect Wichita's bike path system to the Great Plains Nature Center (GPNC).

The proposed road reconstruction will use the entire available bench width to make geometric improvements, shifting the widening from side to side throughout the corridor to fit within the existing right-of-way. Based on the scoping efforts, the proposed improvements include:

- Improved horizontal and vertical geometry to improve sight distance;
- Added left turn bay at the west end of the project for eastbound to northbound South Golden Parkway traffic;
- Adding guardrail;
- Drainage improvements, including size increases and extensions to facilitate roadway widening;
- Providing 4-foot paved shoulders on each side of the road to match the roadway both east and west of the project area;
- Improvements to the Wye intersection with Chuck Yeager Road, converting it into a "T" intersection.

This Agreement documents the intent of the parties and commits the Requesting Agency to provide its share of costs. Refer to Project Memorandum of Agreement for more information.

IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund preliminary engineering (including NEPA compliance), construction and construction engineering as follows:

Preliminary engineering, construction, and construction engineering: approximate costs estimated at **$973,454**.

Item	FLAP	Local Match City of Wichita (20%)	Total	Comments
Preliminary Engineering and NEPA (PE)	$81,498	$20,375	$101,873	
Construction (CN)	$569,517	$142,379	$711,896	
Construction Engineering (CE)	$56,952	$14,238	$71,190	
Subtotal	$707,966	$176,992	$884,958	
Contingency (10%)	$70,797	$17,699	$88,496	
Total	$778,763	$194,691	$973,454	

The Requesting Agency will provide matching funds in the amount of 20% of the total Federal Lands Access Program funding required to complete the preliminary engineering work. The local match amount for this work is estimated at **$20,375**.

The Requesting Agency will provide matching funds in the amount of 20% of the total Federal Lands Access Program funding required to award the contract and for construction engineering (administration and oversight of the contract). The local match amount for this work is estimated at **$156,617**.

A contingency of 10% has been added to this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract. The local match amount for this contingency is estimated at **$17,699**.

The total not to exceed matching amount for this agreement is **$194,691**.

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

V. Period of Performance: All work associated with this agreement will be completed no later than July 31, 2015.

VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Brent Nagen, Project Manager. Mr. Nagen can be contacted at 720-963-3411 or brent.nagen@dot.gov.

The City of Wichita Program Point of Contact for this Agreement is Mr. Larry Hoetmer. Mr. Hoetmer can be contacted at 316-268-4179.

VII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement dated December 10, 2013 for additional Roles and Responsibilities.

A. FHWA, Central Federal Lands Highway Division will:

1) Manage the overall effort on this agreement regarding scope, schedule, and budget in coordination with City of Wichita;

B. City of Wichita will:

1) Provide funding as referenced in this document.

VIII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed **$194,691**

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will invoice the Requesting Agency on a monthly basis in the amount of 20% of the total Federal Lands Access Program funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor. The local match amount for this work is estimated at $ 194,691. Any remaining balance will be billed at the final closeout of the construction contract or at the resolution of any disputes or claims.

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. **Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

The Project Status Report will be provided on a quarterly basis during preliminary engineering and monthly during construction.

The Servicing Agency requests that these payments be made through the US Treasury's website https://pay.gov. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number **DTFH68-14-E-00063.**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – https://pay.gov
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration

Statement of Work
Project: KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements
Reimbursable Agreement No.: DTFH68-14-E-00063
December 10, 2013

ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available 1Torn our internet site at (PCCOTC.GOV), or call toll free;: at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

X. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.

XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for it share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

City of Wichita
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Funding (Districts III and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Background: On June 7, 2011, the City Council approved final allocations under the 2011-2012 third program year action plan funding process, which included a total of $247,706 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) and Local Investment Areas (LIA), as described in the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy (between $40,000 and $50,000) to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has submitted an application for HDLP funds to finance development of four single-family homes on sites located at 2143 S. Water, 424 N. Millwood, 4667 W. St. Louis, and 4653 W. St. Louis. MHRS is a City-designated, non-profit, Community Housing Development Organization (CHDO). Newly constructed homes will feature a basement and a two-car garage.

The HOME program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when

combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing. In this case the development subsidy will be approximately $45,000 to $50,000.

Financial Considerations: HOME funding for the proposed project will be $186,900, including a 5% contingency, and will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of each home to be constructed. The total cost of the proposed project is estimated to be $555,600. It will be necessary to increase the 2011-2012 HDLP funding allocation by $29,194.00, in order to fund the MHRS application. The additional funding is available from program income received in the form of loan repayments from homebuyers who have received down payment and closing costs assistance, and repayments from CHDOs and other developers that received housing development subsidy loans.

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

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2011 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated January 14, 2014, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Mennonite Housing Rehabilitation Services, Inc. (MENNONITE HOUSING, a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by July 31, 2015, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be

given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $186,900.00 as referenced in Exhibit B. Contract payments above $186,900.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the

original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of

eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Mennonite Housing Rehabilitation Services, Inc.

_____
Signature

_____
Title of MHRS Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Gary E. Rebenstorf, City Attorney Date
and Director of Law of the
City of Wichita

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, 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.

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

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $186,900 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

424 N. Millwood, Wichita, Kansas

2143 S. Water, Wichita, Kansas

4653 W. St. Louis, Wichita, Kansas

4667 W. St. Louis, Wichita, Kansas

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the project sites as described herein, upon completion of environmental reviews.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites.

E. Upon closing of construction loans, the Developer shall commence construction activities within 45 days of construction loan closing, so as to complete each single family home within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $186,900.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $186,900.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

	$186,900.00
TOTAL	$186,900.00

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2013 HUD guidelines:

2 Bedroom: $704 - $195 (Utility Allowance) = $509.00

3 Bedroom: $971 - $226 (Utility Allowance) = $745.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Refrigerators and electric ranges are to be

provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is

specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2014, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted

project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the

Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)	$186,900.00
TOTAL	$186,900.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	115,000.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	126,500.00
(G) Plus: Developer Fee (__10__%) of (F)	12,650.00
(H) Total Per-Unit Cost (F + G)	139,150.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	94,650.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	44,500.00

Number of Units to be Developed ___4__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$178,000_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	286,600.00	Acquisition Costs	24,000.00
Other Financing	0.00	Project "Soft" Costs	16,000.00
HOME (Gap) Financing	178,000.00	Construction Costs	460,000.00
Repayment of Subsidy Loans	91,000.00	Site Improvements	6,000.00
		Developer Fee	50,600.00
TOTAL	555,600.00	**TOTAL**	555,600.00

Agenda Item No. II-12

CITY OF WICHITA
City Council Meeting
January 14, 2014

TO: Mayor and City Council

SUBJECT: Broker for the Sale by Auction of City-owned Land Near 159th Street East and 85th Street North

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the auction agreement.

Background: In 1996, the City acquired land in northeast Sedgwick County as a potential site for a future landfill. In 2011 a significant portion of the assemblage was transferred to Sedgwick County to satisfy jail fees owed by the City. After the transfer, the City retained ownership to two parcels of agriculture land totaling approximately 387.6 acres. These parcels have been determined to be surplus to the City's needs and should be placed on the market for sale. To this end, it was determined that a real estate broker should be retained by the City to market the property.

Analysis: A request for proposal (RFP) was prepared seeking brokerage and marketing services related to the sale of the parcels. This RFP was mailed to over 380 real estate firms and the Certified Commercial Investment Member's (CCIM) in the area. The solicitation resulted in three formal proposals. The brokers that responded were interviewed by a staff screening and selection committee. The staff screening and selection committee then ranked the proposers and it was determined that J.P. Weigand and Sons was the best firm to market the properties. The selection was based on the quality and completeness of its response to the RFP as well as its experience marketing similar properties as well as its overall marketing plan and experience in the Wichita market. The properties will be marketed and sold at auction subject to the City's acceptance of the bid price.

Financial Considerations: Upon completion of the auction, Weigand will receive a commission equal to five percent of the purchase price. An additional $2,500 will be expended for marketing and advertising. The City will receive cash consideration for the sale of the property, less the commission.

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

Recommendation/Action: It is recommended that the City Council 1) approve the auction agreement and 2) authorize the necessary signatures.

Attachments: Real estate agreement and aerial map.

Furley Sale Parcels

- Property Parcels
- Roads
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp
- Railroads
- Township and Range
- Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-O1FT
- SDERASTER.S-DEDATA.ORTH-O
- City Limits
  - Andale
  - Bel Aire
  - Bentley
  - Cheney
  - Clearwater
  - Colwich
  - Derby
  - Eastborough
  - Garden Plain
  - Goddard
  - Haysville
  - Kechi
  - Maize
  - Mount Hope

0 1000 2000 4000ft

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.

Real Estate Auction
Commercial Marketing Proposal

Legal Description:

- **The Northeast ¼, except beginning 895 feet South of the Northeast corner thereof then West 390 feet then South 695 feet then East 390 feet then North 695 feet to the point of beginning and except for road on the North and East of Section 25, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 151.12 acres more or less.**
  And, the Southeast ¼ of Section 25, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 158.07 acres more or less.
  Total Acres for the above are 309.19 acres more or less.

- **The West ½ of the Northeast ¼ except the West 440 feet of the North 240 feet of Section 36, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 78.41 acres more or less.**

Total acres for all tracts are 387.60 acres more or less.

Prepared for:

The City of Wichita

Prepared by:

Terry Rupp, ALC, John Rupp, ALC, Grant Tidemann, SIOR, & Bradley Tidemann, SIOR

J.P. Weigand & Sons, Inc.
150 N. Market, Wichita, KS 67202
(316) 262-6400
Fax: (316) 262-0647
www.weigandcommercial.com

This Real Estate Auction Marketing Agreement, made and entered into this _____ day of _____ 2013, by and between The City of Wichita, hereinafter referred to as "Seller", and J.P. Weigand & Sons, Inc., hereinafter referred to as "Auction Company".

In consideration of the mutual covenants set out and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Seller hereby engages Auction Company for the purposes of conducting a real estate auction on the terms and conditions as set forth in this Auction Proposal.

Type of Auction

__X__ A. Subject to Seller Confirmation - The property will be sold subject to Seller confirmation (i.e., when the high bid is determined at the sale, the Auction Company shall notify Seller to obtain Seller's approval or rejection of that bid).

____ B. The property will be sold absolute.

____ C. The property will be sold absolute, subject to a minimum bid of $_____.

Sale Prior to Auction

____ A. Property is subject to sale prior to auction.

__X__ B. Property is <u>not</u> subject to sale prior to auction.

Commission

__X__ A. Seller agrees to pay Auction Company a fee in the amount of 5% of the gross sales price of which 1% of the gross sales price will be made available to participating broker.

____ B. The commission will be 10% and paid by Buyer. A 10% premium will be added to the final bid price and paid by the Buyer of which a 3% broker participation fee will be offered to any agent registering the successful buyer. The remaining 7% will be split equally between Auction Company and Listing Broker.

In the event the Property is subject to sale, exchange or withdrawal by Seller prior to auction, in Seller's sole discretion, the fee shall be due and payable based upon the sale price and on the terms and conditions set forth below under the caption "Exclusive Right to Sell".

Advertising & Promotion Budget

Seller agrees to pay Auction Company a marketing fee of $2,500.00 upon execution of this agreement to be applied toward the cost of advertising and marketing expenses for the subject property. These expenses shall include, but not be limited to, the following: signage, ads, auction flyers, postage, staff time, etc. Seller shall have an opportunity to review and approve all marketing and advertising materials prior to distribution and/or publication. Auction Company will provide Seller with an account of said expenditures.

Auction Location

To be determined

Auction Date & Time

The auction shall be held on _____ day, _____, 2014 at _____.

The Successful bidder shall be required to deposit 10% of the purchase price as earnest money. Checks will be made payable to, and held in escrow by, a title insurance company to be named. The balance of the purchase price will be paid in certified funds at closing, which will occur within thirty days from the full execution of the contract..

The property will be conveyed, "As Is, Where Is", with no Seller representation or warranty whatsoever, by "General Warranty Deed". There shall be no contingencies to Buyer's obligation to close. At the conclusion of the auction, the successful bidder shall sign a Purchase and Sale Agreement, in the form acceptable to and approved by Seller in advance. The Auction Company shall make the Purchase and Sale Agreement available to all interested parties prior to the auction.

Closing Date

Thirty (30) days from the full execution of the contract..

Title Insurance/Closing Costs

A commitment to issue title insurance shall be ordered by Auction Company (at Seller's expense) from Standard Title Policies. A copy of the commitment shall be provided to all interested parties prior to the auction. Each of Seller and the successful bidder will pay all its own expenses incurred in connection with the sale/purchase of the property, including, without limitation, all of their respective accounting, legal and appraisal fees. The Seller and the successful bidder, in addition to their other expenses, shall each pay 50% of the cost of (1) charges incident to the recording of the deed, (2) premiums for any coverage under buyer's title insurance policy, (3) fees, costs and expenses of Escrow Agent.

Taxes

2013 and prior years taxes to be paid by Seller. 2014 taxes to be prorated to date of closing.

Liability Insurance

Seller hereby agrees to carry liability insurance on the subject property effective through the date of closing.

Pre-Auction Activities Performed by J.P. Weigand & Sons, Inc.

1) Gather all pertinent information on the property.
2) Place commercial size signs with riders describing auction date and time.
3) Advertising will also suggest private showings by appointment.
4) Arrange and attend private showings.
5) Seller will order a preliminary title binder from a local title insurance company.
6) Implement the marketing plan.

Marketing & Promotion

It is Auction Company's intent to design and implement a marketing program for the proposed auction that will result in the exposure of the subject property to as many potential buyers as possible given budget limitations. The plan calls for an aggressive combination of direct mail, media advertising, and personal calling. The Auction Company has identified several alternative target market groups on a local, regional, and national basis.

Photo Authorization

Seller authorizes J.P. Weigand & Sons to publish images and data related to the subject property on public web sites.

Direct Mail

Auction Company has identified several targeted groups that it will introduce the property to through direct mail. The mailings will go out bulk mail at least two weeks prior to the auction.

Media (Number of publications varies with project).

Auction Company has targeted several publications and will devise a marketing plan to advertise said property or properties in those publications.

Signage

Auction Company will place auction signs on the property indicating the day and time of the auction.

Co-op Broker

Flyers will be sent to other brokers in the market and surrounding markets of the property and followed up with personal calls.

Auction Day Activities

One hour prior to the auction, Auction Company will have on-site representatives present to answer any questions not answered at the open-for-inspections.

Auction Company will provide two bid assistants on the day of the auction. Terry Rupp, an auctioneer and broker with J.P. Weigand & Sons, Inc. will serve as the principal auctioneer.

Auction Company will make sure that adequate seating and refreshments are available at the auction site.

Upon conclusion of the bidding, the successful bidder will execute the Purchase and Sale Agreement and make the stated earnest money deposit. The second high bidder shall be offered the opportunity to sign a second high bidder form that will allow them to have the right to purchase the property in the event that the high bidder does not close.

The auction will be tape recorded in the event any misunderstanding develops during the offering.

Post Auction Activities

Auction Company will work closely with the title insurance company and Seller's attorneys and others to insure a smooth closing.

Auction Procedures

In the event of a tie bid, the auctioneer shall reopen the bidding to determine the highest bidder. His decision will be final.

The auctioneer reserves the right not to accept or acknowledge any bid which is merely a fractional advance over the preceding bid, or which may be harmful to the parcel being offered.

Any announcement made by the auctioneer takes precedence over any printed material. Information in the brochure is from sources believed reliable, but no warranty or representation is made as to its accuracy. Any information on this auction is subject to verification. No liability for its errors, omissions, or changes is assumed by Auction Company or the Seller.

Signing the Contracts and Paying the Deposits

The high bidder will be required to sign the Purchase and Sale Agreement and pay the earnest money deposit immediately upon conclusion of the bidding. In the event the Buyer shall fail to fulfill his obligations under the contract, the Seller may, at its option, cancel the contract, and thereupon the aforementioned earnest money deposit shall become the property of the Seller, not as a penalty, but as liquidated damages. Provided, however, that in the event Seller is not able to furnish merchantable title, the earnest money deposit shall be returned to the Buyer, and the contract shall be null and void and of no further force or effect.

The property is being sold in AS IS – WHERE IS condition without warranty of any kind, express or implied. Auction Company will urge all bidders to inspect the property before the day of auction.

The property is offered for sale to qualified purchasers regardless of their race, color, sex, marital status, religion, or national origin.

Broker Participation

Seller agrees that Broker shall:

Yes	No	
x	___	Offer cooperation to transaction brokers
x	___	Offer cooperation to buyer's agents
x	___	Offer compensation to transaction brokers
x	___	Offer compensation to buyer's agents

Agency Disclosure

A designated agent is a real estate licensee affiliated with a broker who has been designated by the broker, or the broker's duly authorized representative, to act as the agent of a broker's buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is appointed to represent Seller, Seller understands:

1. The designated agent will perform all of the duties of a Seller's agent and will be Seller's legal agent to the exclusion of all other licensees of the Broker.
2. Another licensee of Broker may act as a designated agent for the buyer in the sale of Seller's Property.
3. The supervising broker (or branch broker, if applicable) will act as a transaction broker, and may advise and assist the designated agent for the Seller and the designated agent for the buyer, but will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.
4. If the designated agent for the Seller is also the designated agent of a buyer who is interested in Seller's Property, the designated agent cannot represent both Seller and buyer. With the informed consent of both buyer and Seller, the designated agent may

act as a transaction broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

5. If a buyer client of a designated agent wants to see the Property, Broker, with the written consent of Seller, may specifically designate an affiliated licensee who will act as a designated agent for Seller.

Yes	No	
x	____	Seller consents to designated agent relationship, and Broker, or Broker's authorized representative, now designates Terry Rupp, John Rupp, Grant Tidemann and Bradley Tidemann to act as designated agent on Seller's behalf.
x	____	Seller consents to the above-named designated agent acting as a transaction broker in the event he/she is also the designated agent for the buyer, subject to both buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by the buyer prior to writing an offer to purchase the Property, and signed by Seller prior to signing the purchase contract.

Exclusive Right to Sell

Seller hereby engages Auction Company for the purpose of locating prospective purchasers for the property and assisting Seller in negotiating contracts for sale of the property as well as through the auction marketing method in connection therewith. Seller agrees to use Auction Company exclusively for such purposes and will not, during the "Listing Term" (hereafter defined), employ or engage any other Auction Company, person, or entity to perform the same or similar services. All prospective purchasers now known to Seller or hereafter coming to the knowledge of Seller during the Listing Term shall be referred to Auction Company. Any sale or exchange of the property which closes during the Listing Term shall entitle Auction Company to the compensation as outlined in this agreement. The Listing Term shall commence on the date this agreement is signed by Seller and end on six months after the date of the auction. On or before six months after the date of the auction, Auction Company shall submit to Seller a written list of parties with whom Auction Company was in good faith negotiating a sale of the property. The names included on the list shall be subject to Seller's acceptance and reasonable approval. If a sale of the property to such party is consummated (i.e., a sale on terms and conditions acceptable to Seller in its sole discretion) on or before seven months after the date of the auction then such sale shall be deemed to have taken place during the term of this Agreement with respect to Seller's obligation to pay a commission to Auction Company in connection therewith.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Expert Advice

Broker advises Seller to obtain expert advice as to matters about which Broker knows, but the specifics of which are beyond the expertise of the Broker. These matters include, among other things, advice relating to law, tax, financing, surveying, structural condition (including condition of roof, walls, and basement), hazardous materials, environmental consultants, environmental condition of the Property, engineering, electrical items, plumbing, drainage, and other specialized areas.

Seller's Disclosure

Seller agrees to disclose to Broker all information relating to conditions that may affect the sale of the Property including, but not limited to, those outlined on any Seller's Property Information Statement signed by Seller.

Additional Provisions

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

J.P. Weigand & Sons, Inc.
(Auction Company)

By: _____
Terry Rupp, ALC

Date: _____

By: _____
John P. Rupp, ALC

Date: _____

By: _____
Grant Tidemann, SIOR

Date: _____

By: _____
Bradley Tidemann, SIOR

Date: _____

(Seller) The City of Wichita

By: _____

Name: _____

Date: _____

Approved as to form.
Gary E. Rebenstorff
City Attorney 12-23-13

LETTER OF AUTHORIZATION

We, The City of Wichita (Seller), do hereby authorize J.P. Weigand & Sons, Inc. to secure a title commitment binder on our behalf for the following property:

- **The Northeast ¼, except beginning 895 feet South of the Northeast corner thereof then West 390 feet then South 695 feet then East 390 feet then North 695 feet to the point of beginning and except for road on the North and East of Section 25, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 151.12 acres more or less.**
  And, the Southeast ¼ of Section 25, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 158.07 acres more or less.
  Total Acres for the above are 309.19 acres more or less.

- **The West ½ of the Northeast ¼ except the West 440 feet of the North 240 feet of Section 36, Township 25 South, Range 2 East, Sedgwick County, Kansas and containing 78.41 acres more or less.**

Total acres for all tracts are 387.60 acres more or less.

We acknowledge that we shall solely be responsible for the expense for said binder.

_____ _____

Authorized Signature Date

Second Reading Ordinances for January 14, 2014 (first read on January 7, 2014)

A. <u>Public Hearing and Approval of a façade Improvement Project – 818 – 826 West Douglas.</u> (District VI)

ORDINANCE NO. 49-645

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 13-248 OF THE CITY (818, 820 AND 826 WEST DOUGLAS FACADE IMPROVEMENT DISTRICT).

B. <u>Funding for Improvements to 29th Street North, Ridge to Hoover.</u> (Districts V and VI)

ORDINANCE NO. 49-646

AN ORDINANCE AMENDING ORDINANCE NO. 49-528 OF THE CITY OF WICHITA, KANSAS AMENDING PRIOR ORDINANCES DECLARING 29TH ST. NORTH, BETWEEN RIDGE AND HOOVER (472-84691) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENT TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

C. <u>ZON2013-00033 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential, generally located west of Edwards Street and north of 10th Street (1103 N. Edwards St.)</u>. (District VI)

ORDINANCE NO. 49-647

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. ZON2013-00034 and CON2013-00030 – Zone change request from SF-5 Single-family Residential and GC General Commercial to LI Limited Industrial and Conditional Use to permit "wrecking and salvage" on property generally located on the north side of East MacArthur Road, midway between South Hydraulic Avenue and I-135, 1200 East MacArthur Road. (District III)

ORDINANCE NO. 49-648

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. ZON2013-00035 – Zone change request from GO General Office to LC Limited Commercial, generally located east of Maize Road, north of West Central Avenue (746 N. Maize Rd.). (District V)

ORDINANCE NO. 49-649

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.

F. ZON2013-00036 – Amendment to Protective Overlay #267 to remove the off-site sign exclusion in GC General Commercial zoning, generally located south of Kellogg and one-quarter mile west of 127th Street East (12225 E. Kellogg). (District II).

ORDINANCE NO. 49-650

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.

G. <u>ZON2013-00037 – Zone change request from MF-29 Multi-family Residential to GO General Office, generally located east of Hillside and ½ mile south of Pawnee (3550 E. Ross Parkway)</u> (District III).

ORDINANCE NO. 49-651

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.

H. <u>SUB2013-00043 -- Plat of Nahola Addition located on the north side of Central, east of Hoover.</u> (District VI)

ORDINANCE NO. 49-652

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.

I. <u>SUB2011-00048 -- Plat of Lakeside at the Moorings Addition located north of K-96 Highway, on the west side of Meridian.</u> (District VI)

ORDINANCE NO. 49-653

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.

City of Wichita
City Council Meeting
January 14, 2014

TO: Wichita Airport Authority

SUBJECT: Renovations to 1801 Airport Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Adjust the project budget and approve the supplemental agreement.

Background: The remodel project design has been reviewed and accepted by the Federal Aviation Administration (FAA), which is the sole tenant of the building at 1801 Airport Road. The project will address mechanical, electrical, structural, and architectural issues, plus install irrigation well infrastructure to serve the area. Additionally, the project will address general renovations and improvements to the facility as well as Americans with Disabilities Act (ADA) requirements. A scoping study was conducted by the architect, Howard and Helmer, and a supplemental agreement for design and bid services was approved on October 23, 2012.

Analysis: A supplemental agreement has been prepared for daily on-site construction observation services in a not-to-exceed amount of $40,950.

Financial Considerations: The approved project budget is $935,000. In order to cover the construction bid of $1.2 million, construction contingencies, and services related to building structural repair and a pending water well, a budget adjustment is requested in the amount of $545,000, bringing the total project budget to $1,480,000. This project is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

	Amount	Description	Approval Date
Contract	$ 21,086	Scoping Study	1/4/2012
SA No. 1	$ 69,935	Design and Bid Services	10/23/2012
SA No. 2	$ 40,950	Construction and Observation Services	1/14/2014
	$131,971	Total Contract Amount	

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority adjust the project budget, approve the supplemental agreement, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HOWARD+HELMER ARCHITECTURE, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated March 1, 2012 and Supplemental Agreement No. 1 dated October 23, 2012 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to the facilities and grounds at 1801 Airport Road.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

Construction observation daily site visits.

B. PAYMENT PROVISIONS

As allowed in ARTICLE V, Section A.2, the payment provisions shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee specified herein; the total lump sum fee including reimbursable expenses shall not exceed $40,950.00. Refer to Exhibit SA2-1 for a detailed fee schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract and the supplemental agreement, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2014.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: 12-30-13
Director of Law

ATTEST:

Howard+Helmer Architecture
3500 N. Rock Road, Bldg. 500
Wichita, KS 67226

By: _____ By: _____
Title: Sec./Treasurer Title: _____

ATTACHMENT: SA2-1 Fee Schedule

FEE SCHEDULE

FAA BUILDING REMODEL - Construction Observation Daily Site Visits

1801 Airport Road
Wichita, KS

for The Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

	Hours	Rate	Fees
ARCHITECTURAL			**$38,752**
Principal - Site Visits (13 incl. in original agreement)			
Principal - Fingerprinting/Badging	4	$ 130.00	$520
Project Architect 1 - Site Visits (80)	320	$ 118.00	$37,760
Project Architect 1 - Fingerprinting/Badging	4	$ 118.00	$472
STRUCTURAL			$480
Site Visits (0 additional)	0	120.00	$0
Fingerprinting/Badging	4	$ 120.00	$480
MECHANICAL			**$600**
Site Visits (0 additional)	2	$ 100.00	$200
Fingerprinting	4	$ 100.00	$400
ELECTRICAL			**$340**
Site Visits (0 additional)	0	$ 85.00	$0
Fingerprinting	4	$ 85.00	$340
EXPENSES			**$778**
Fingerprinting	5	$ 10.00	$50
Background Checks	5	$ 21.50	$108
Mileage - (80 visits)	1128	$ 0.55	$620

TOTAL FEE (NOT TO EXCEED) $40,950

Wichita, Kansas
January 13, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated January 6, 2014, were read and on motion approved.

Bids were opened January 10, 2014, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Renovation of FAA Building.

Compton Construction Corp.* $1,143,970.00 Base Bid
$51,800.00 Alternate 1
*Subject to City Council Approval of Budget Adjustment

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: January 10, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
December 20, 2013
Renovation of Federal Aviation Administration Building – Wichita Airport Authority/Engineering Division

Compton Construction Corporation	**Base Bid**	**$1,143,970.00**
	Alternate 1 (Add)	**$51,800.00**

(Subject to City Council Approval of Budget Adjustment)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A Walker

Melinda A. Walker
Purchasing Manager

CITY OF WICHITA

Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB340237 **Renovation of FAA Building**

Close Date/Time: 12/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Engineering

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
COMPTON CONSTRUCTION CORP	Complete	$1,195,770.00	Award 1-14-14 Base Bid w/Alt 1 Subject to City Council Approval of Budget Adjustment WAA/Eng Div.

BID IS WITHIN ARCHITECTS ESTIMATE

Architect's Estimate $1,355,500.00

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CITY OF WICHITA www.wichita.gov

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB340237 **Renovation of FAA Building**

Close Date/Time: 12/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

***Department:* Airport Engineering**

Go to: 1

Return to the Bid List

Responses: 1

Group 1

Vendors	Complete	Group Total Net Bid
COMPTON CONSTRUCTION CORP	Complete	$1,143,970.00

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Group 2

Vendors	Complete	Group Total Net Bid

Group 2: Alternate 1

Vendors	Complete	*Group Total* Net Bid
COMPTON CONSTRUCTION CORP	Complete	$51,800.00

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