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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 7, 2015

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 March 24, 2015

AWARDS AND PROCLAMATIONS

-- Proclamations:

Distracted Driving Awareness Month
Child Abuse Prevention Month
Compeer Friendship Week

-- Awards:

WASC Student Ambassadors for Study Abroad, LaSalle University, Cancun Mexico

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 clerk 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. Janet Wilson - Thank Council for their support and help in the A. Price Woodard Neighborhood Association.

II. CONSENT AGENDAS ITEMS 1 THROUGH 16

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. Operating Partnership Agreement with Arts Council, Inc.

   RECOMMENDED ACTION: Approve the Operating Partnership Agreement with the Arts Council, Inc.

2. Petition for Improvements to Corporate Hills Drive. (District II)

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

3. General Obligation Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds.

   RECOMMENDED ACTION: 1) Adopt the amending resolution for the Series 799 General Obligation Bonds; 2) ratify the award of the bids by the City Manager for each series of Bonds; 3) adopt the Bond Ordinances on a Declaration of Emergency basis; 4) adopt the Bond Resolutions; and 5) authorize the necessary signatures.

4. Water Conservation Rebate Program.

   RECOMMENDED ACTION: Authorize the Water Conservation Rebate Program.

5. Approval of Economic Development Incentives, Figeac Aero North America. (District II)

   RECOMMENDED ACTION: Approve the incentive funding under the Master Agreement (formerly Forgivable Loan Agreement) and necessary budget adjustments, place the Home Rule Ordinance on first reading, adopt the Industrial Revenue Bond (IRB) Resolution of Intent and authorize the necessary signatures.

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

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

Property Address	Council District
a. 357 N. Pennsylvania	I
b. 438 N. Bleckley	I
c. 1611 N. Hillside	I
d. 6105 S. Minnesota	III
e. 1448 S. Handley	IV
f. 1733 S. Hiram	IV

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of April 7, 2015; (2) the structure has been secured as of April 7, 2015 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 7, 2015, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2015-00007 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located West of Clifton Avenue, on the South Side of 63rd Street South. (District III)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zoning, and place the ordinance on first reading (requires a three-quarters majority vote to override the protests); 2) Deny the zoning request by making alternative findings, and override the MAPC's recommendation (requires a two-thirds majority vote to override the MAPC's recommendation), or; 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

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. **Carole Trapp 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. Municipal Court Judge Retention and Compensation.

   RECOMMENDED ACTION: Retain each Municipal Court Judge and that they receive a 2.5% salary increase, retroactive to January 1, 2015.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 16)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 30 and April 6, 2015.
   a. List of Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption on Premises)
Manuel E Colchado	Bill's Charcoal Grill**	2957 North Arkansas
Elisa R Anchondo Loya	Mariscos Vuelve a La Vida**	3824 East Harry
Steve M Roberts	Godfather's Pizza Inc. **	4840 South Broadway
Juan P Reyes	El Jalisco Restaurant**	627 East 47th Street South
Troy Hendricks	Auburn Hill Golf Course**	443 South 135th North
Roselia Tello-Rubio	Lalos Express LLC **	2051 South Seneca
Steven Knolla	Knolla's Pizza Est LLC**	7732 East Central SU123

Renewal	2015	(Consumption off Premises)
Andrea Lazenby	Wal-Mart Market #5873***	4794 East 13th Street
Dzung Banh	KC Gas & Groceries #3***	1955 South Washington

   **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. Agreements/Contracts:
   a. Equus Beds Funding Addendum No. 6 with Kansas Water Office.

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

5. Design Services Agreements:
   a. Supplemental Design Agreement No. 5 for Improvements to 13th Street North, 135th to 119th Streets West. (District V)

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

6. Change Orders:
   a. Supplemental Agreement No. 1 and Change Order No. 2 for Glen Meadows Addition. (District II)
   b. Change Order No. 6 for 135th Street West, Maple to Central. (District V)

   RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Property Acquisitions:
   a. Acquisition of Temporary Construction Easement at 1519 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
   b. Acquisition of Temporary Construction Easement at 2524 Brandon Circle. (District II)

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

8. Minutes of Advisory Boards/Commissions

   Joint Investment Committee, Special Meeting February 6, 2015
   Wichita Employees Retirement System, February 25, 2015

   RECOMMENDED ACTION: Receive and file.

9. Amending Resolution for Improvements to West Kellogg, from Maize Road to 159th Street West. (District IV)

   RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

10. Construction Funding for Improvements to the Douglas Bridge at Linden. (District II)

    RECOMMENDED ACTION: Approve the revised budget, adopt the resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

11. Resolution to Repeal Resolution No. 13-198.

    RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.

12. Second Reading Ordinances: (First Read March 24, 2015)
    a. List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

13. *SUB2015-00002 -- Plat of Wolf Addition Located on the East Side of 167th Street West, South of 29th Street North. (County)

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

14. *PUD2008-00008 – Extension of Time to Complete the Platting Requirement for a Zone Change from SF-5 Single-family Residential ("SF-5") Zoning to Create PUD #29, The Moussavi Office Park Planned Unit Development; Generally Located North of Harry Street, Between Rock Road and Webb Road. (District II)

    RECOMMENDED ACTION: Approve an extension of the platting deadline to March 22, 2016.

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.

Carole Trapp, Housing Member is also seated with the City Council.

15. *Veterans Affairs Supportive Housing Grant Application.

    RECOMMENDED ACTION: Ratify staff's submission of an application for 33 new housing vouchers for rental assistance for homeless veterans, and authorize additional actions in support of the application.

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.

16. *General Services Administration-U.S. Government Lease for Real Property - Terminal Building Office Space - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the lease amendment and authorize the necessary signatures.

Agenda Item No. IV-1

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Operating Partnership Agreement with Arts Council, Inc. (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

- -

Recommendation: Approve the Operating Partnership Agreement with the Arts Council, Inc.

Background: On July 16, 2013, the City Council approved the addendum to the 2008 Cultural Arts Plan. A result of the addendum was the identification of the cultural institutions and the recommendation for the implementation of Operational Partnership Agreements between the City and the Cultural Arts organizations. A cultural institution as defined by the Cultural Arts Plan is an arts and cultural organization with operations and activities in a facility that is owned and/or operated by the City of Wichita.

In the fall of 2013, the City of Wichita began negotiations with the various cultural institutions. Due to the previous historical agreements between the City of Wichita and the cultural institutions, it was imperative to retain and recognize the unique differences between the various agreements while trying to standardize the expectations for City owned and/or operated facilities.

Analysis: The purpose of having the Operational Partnership Agreement is to outline fiduciary responsibilities and roles for both the organization and the City to carry out the 2013 Cultural Arts Plan update.

Notable points in this agreement include:

- Roles and responsibilities for the implementation of the 2013 Cultural Plan Update.
- Roles and responsibilities provided by City staff for the Arts Council, Inc.
- Roles and responsibilities of the Arts Council, Inc., to serve as a not-for-profit conduit for donors wishing to support the programs and mission of the CityArts facility.
- Roles and responsibilities of the Arts Council, Inc., to promote and increase public awareness of and participation in classes, gallery exhibitions and community-wide art events.
- Performance measures that are annually reviewed and reported based on its identified mission and core goals, which should be supportive of the Cultural Arts Plan. Additional performance measures include:
    - Demonstrate how its annual programming and activities are appropriate and supportive of its identified mission and core goals.
    - Demonstrate vitality of its governing board by demonstrating that board attendance and participation requirements are being enforced; how adherence to established term limits are met; and how racial, geographical and economic diversity are being sought.

Financial Consideration: The Operating Partnership Agreement identifies the direct payment of funds from the General Fund that may be used for the organization’s operations. Funding in the Operating Partnership Agreement will change annually based on the estimated change in the City’s assessed valuation. This will provide the same approximate mill levy equivalent for each of the organizations each year of the agreement.

Legal Consideration: The Operating Partnership Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Operating Partnership Agreement with Arts Council, Inc.

Attachments: Operating Partnership Agreement
Exhibit A – Non-discrimination
Exhibit B - Performance Measures

Exhibit B

Performance Criteria
for Arts Council, Inc.

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Executes a strategic plan.
- Demonstrates sustainability.

Annual Report

- Will present an annual report on the state of the arts in Wichita to the City Council.

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 and 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 there under.

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-discrimination and 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 and 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.

Operating Partnership Agreement with Arts Council Inc.

THIS AGREEMENT entered this _____ (the "Effective Date"), by and between the CITY OF WICHITA, KANSAS, a municipal corporation ("City") and the ARTS COUNCIL INC., a not-for-profit corporation duly organized under the laws of the State of Kansas ("Council").

WHEREAS the City operates cultural arts programs and seeks to assist in the development and implementation of other cultural arts programs in the City; and

WHEREAS the City desires to implement a Cultural Arts Plan, as previously adopted, and intends that this Agreement would facilitate and initiate such plan ("Plan"); and

WHEREAS the Council is a not-for-profit 501(c)(3) organization existing to develop programs and offer services to meet with artistic and cultural needs of the people of the City and Sedgwick County ("County") by encouraging both active participation in and experience of the arts; and

WHEREAS the City desires and is authorized to enter in an agreement with the Council to strengthen all art venues and to market, promote and finance cultural arts within the community through the development and implantation of the Plan of the City; and

WHEREAS the Council is authorized and willing to undertake the duties and obligations as set forth in this Agreement;

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

1. **General.**
   a. Responsibility for the implementation of the Plan will rest primarily with the Division of Arts and Cultural Services of the City Manager's office, with the advice of the Council and with the City Council or its designee providing review and final approval.

   b. The Council with support from the Division of Arts and Cultural Services shall:
      i. Review the Plan annually at a general meeting and more often if deemed necessary by the Council. The Plan will undergo a complete review every five years with input from the City Manager, the Division of Arts and Cultural Services, representatives appointed by the Council and approved by City Council and appointed members of the City Council in

order to ensure its continued relevance and proper governance of arts and culture in the City.

ii. Assist the City Council and the City Manager in developing and/or updating a long-range strategic plan for implementation of the Plan as requested by the City Council, the City Manager, the Division of Arts and Cultural Services or the Council.

iii. Continue to facilitate and provide oversight support for the Cultural Funding Committee (Committee) which will include 11 (eleven) members. The membership of the Committee will be made up of seven (7) appointments by the City Council and four (4) appointments by the Council. The Chairperson of the Committee shall be appointed by the Council. The Committee shall review and make recommendations on funding allocations for all grant applications except the Cultural Institutions which shall be reviewed by the Arts Council Operating Agreement Oversight Committee consisting of two (2) members of the City Council who serve as ex-officio representatives to the Council, a member of the Division of Arts and Cultural staff, the President of the Council, the chairperson of the Cultural Funding committee, a representative from the City Legal and Finance Departments and a City Manager appointee.

c. The Council shall establish and maintain Articles of Incorporation and By-laws consistent with this Agreement which provide for the structure and functions as set forth in this Section.

d. The Council shall actively assist with fund raising efforts for the Cultural Institutions and for distribution to other recipients, including use of its not-for-profit status to the extent allowed by law and the Articles of Incorporation of the Council. Such financial assistance will be dependent upon active participation by the Cultural Institutions in events and programs of the Council.

2. Board of Directors.

a. The Council shall create a board of directors ("Board of Directors") to be appointed in the manner and for a term as determined by the By-laws of the Council. The Board of Directors shall meet on a

regular schedule and members thereof shall serve without compensation. Meetings of the Board of Directors shall be open to the public.

b. The Board of Directors should be comprised of voting members and shall include ex-officio members as determined by the By-laws of the Council. The Board of Directors shall be comprised of individuals who represent the broad interests of the citizens of Wichita and should include individuals who are business leaders; educators; youth and human service organizations representatives; arts and cultural patrons; members of the general public and neighborhood representatives with interest or involvement in the arts. The City may nominate individuals for consideration as members of the Board of Directors.

c. The Officers of the Board of Directors and their terms of office shall be established by the By-laws of the Council.

3. Staff.

a. Staff support for the Council and its various activities shall be designated and provided by the Manager of the Division of Arts and Cultural Services of the City and the City Manager. Such support shall be determined through the creation of an annual work plan between the Manager of the Division of Arts and Cultural Services, the City Manager and the City Council.

b. The Council shall have the right within its own budget to contract with individuals or institutions for professional and other services to assist the Division Manager in carrying out the duties under this Agreement.

4. Authority of Corporation.

a. The Council shall have no power or authority to bind the City by or with any contract, to impose any liability on the City, or to place any lien on property of the City. No act or contract of the Council shall be in the name of the City. Nothing in this Agreement shall be deemed to create an agency or joint venture relationship. Both parties are, and shall remain, separate, independent corporate entities. No employee of either shall be deemed to be the employee or agent of the other. Should any corporate officer or elected

official of either body participate as a member of the governing body of the other, that officer or elected official shall only be deemed to be acting on behalf of the individual deliberative body for which he or she is then currently engaged.

b. The Council agrees to maintain its status as a not-for-profit Council, tax exempt under 501(c)(3) of the Internal Revenue Code, properly organized_with a specific legal identity and business purpose registered with the Secretary of State of the State of Kansas. Any proposed changes in the corporate powers or structure of the Council, or its By-laws, which would materially affect its ability to carry out the purpose of this Agreement shall be immediately communicated to the City. the Council must retain its status as a not-for-profit corporation under State of Kansas Law

c. All operations of the Council and its Board of Directors shall be in accordance with the ordinances of the City and the laws of the State of Kansas.

d. The Council will use the federally granted not-for-profit status to serve as a conduit for donors desiring to support the mission and programs of CityArts; the Council will promote CityArts to increase public awareness and participation in classes, gallery exhibitions, and community-wide art events. The Council will provide the opportunity for artists to sell their work from the CityArts Gallery and Boutique providing payment and tax-reporting documents to the vendors when sales are made; the net profit or loss from these sales will remain with the Council. The Council will promote the CityArts venue as a gathering place for meetings, including but not limited to; weddings, receptions, birthdays and miscellaneous special events. The Council will provide funding for event security and required items to make the event a success; the profit or loss from these rentals will remain with the Council.

e. No activities within the CityArts Building ("CityArts") may be held for the purpose of housing the operation of any multi-game, casino-style gambling on the premises.

f. The Council agrees to be responsible for:

i. The creation and presentation of an annual report to the City Council on the State of the Arts;
ii. The performance of such other duties and recommendations as are set out in this Agreement and as may be requested by the City Council from time to time.

5. Term.

a. The term of this Agreement shall be for a period of three (3) years commencing upon the Effective Date.

6. City Funding and Finances.

a. Through this Agreement, the City will provide to Council direct payment of funds that may be used by Council for its operations. This funding is tied to the fraction of the Cultural Arts mill levy that is allocated to Council by the City Council. The allotment fraction will remain fixed for the three years covered by this Agreement. The absolute dollar amount provided to Council will fluctuate from year to year during this Agreement, as do the revenues obtained by the applicable tax mill levy. However, the annual direct support provided by the City to Council for the three years of this Agreement can be approximated at $6,341.

7. Cash Basis.

a. It is the intent of the parties that the provisions of this Agreement conform to the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times in compliance with the Cash Basis law and the Budget laws for the State of Kansas.

8. Performance Measures.

a. Council shall establish and then annually review and report its identified mission and core goals, which should be supportive of the goals set out in the City's Cultural Arts Plan.
ii. Council shall analyze and demonstrate how its annual programming, activities and functions are appropriate and supportive of its identified mission and core goals.

b. Council shall maintain the vitality of its governing board by demonstrating how the board attendance and participation requirements has been enforced; how its adherence to established term limits has been met; and how racial, geographical and economic diversity has been sought.

c. Council shall demonstrate attainment or progress satisfactory to the City toward attainment of its Agreed Performance Measures, attached as Exhibit B. These Performance Measures are to be reviewed and adjusted after completion and filing of the Operating Agreement Annual Report.

9. Accounting.

a. The Board of Directors shall maintain proper books for account as to all funds and property.

10. Care and Maintenance of Premises.

a. The Council agrees to provide for the upkeep of the gift shop and exhibition galleries; to make any and all reasonably necessary repairs, replacements, renewals, to the gift shop and exhibit galleries, over which the Council exercises responsibility under this Agreement. Notwithstanding the foregoing, the City shall maintain CityArts in good working condition as required by applicable laws, regulations and ordinances.

11. 5 – 10 year Capital Improvement Plan.

a. The Council shall make recommendations to the City for future design and development of the gift shop and exhibit galleries at CityArts, but no such capital or structural improvements to existing buildings or additions or future construction of buildings or additions shall be made without the prior approval of the City.

12. Utilities.

a. The City shall pay all deposits and charges for electricity, water, gas, telephone, air conditioning and heating, sewer charges, garbage and trash collection, and all other utilities and charges for services used by or furnished to CityArts, and the City shall acquire and maintain all meters, permits, approvals, and licenses necessary to effectuate this provision. The City, as owner of the land underlying CityArts, will establish or maintain such utilities.

13.Ownership of Property.

a. City Arts and all buildings, land, exhibits, including any and all new facilities constructed or reconstructed on the premises during the term of this Agreement, shall be and remain in the ownership of the City.

14.Insurance.

a. The City agrees to secure and maintain in force throughout the duration of this Agreement reasonable and customary insurance coverage.

15. Hold Harmless.

a. The parties shall hold harmless and indemnify each other against all claims or losses, in connection with this Agreement that arise due to the gross negligence, willful misconduct or willful misrepresentation with respect to such error, act, or omission by the City.

16.Mechanics Liens.

a. The Council shall hold the City free and harmless and indemnify the City against all claims for labor and materials in connection with improvements, repair or alterations to CityArts and the cost of defending against such claims, including reasonable attorney's fees, provided that such actions did not arise due to the gross negligence, willful misconduct or willful misrepresentation with respect to such error, act, or omission by the City.

17.Compliance with Law.

a. The parties hereto agree to conform to all applicable statutes, laws, rules, orders, regulations, administrative or judicial orders or decrees of any federal, state, local, foreign or other political, judicial or administrative body.

18.Nondiscrimination.

a. The Council agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its

operations or services, and its use or occupancy of property under this Agreement. The Council agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

b. In all solicitations or advertisements for employees, the Council shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

19. Non-Assignability.

a. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the written consent of the other party.

20. Dispute Resolution.

a. All disputes arising under any provision of this Agreement shall be subject to the provision of this Section. In an effort to resolve conflicts between the parties and to aid in the enforcement of this Agreement, there is hereby established a dispute resolution committee comprised of the Arts Council Executive Committee and the Arts Council Operating Agreement Oversight Committee to address all concerns raised by City, Council or Director regarding the operation of or enforcement of the terms of this Agreement.

21. Organization's Governing Board.

a. It is mutually understood and agreed by the parties hereto that under no circumstances shall the City make any claim to any of the assets of the organization's governing board or its successor.

22. Interaction with the City.

a. The President of the Council shall make annual reports to the City Council on the state of affairs of the Council, business plan, financial reports, attendance and other critical statistics, and programming plans for the future. Additional periodic reports on the state of affairs of the organization should be filed with the City Council in such manner and frequency as requested by the Council.

b. The City shall provide and the Corporation shall use the services of the City's Finance Director, Personnel Director, and City Attorney in such manner and for such services as may be agreed in writing by the Director and City Manager from time to time.

23. Termination.

This Agreement may be terminated at any time by mutual agreement, or by either party under circumstances and conditions as follows:

a. The Council may terminate this Agreement upon ninety (90) days written notice to the City.

b. The City may terminate this Agreement at any time upon giving the Council's Board of Directors ninety (90) days' notice in writing notifying the Council that such action is contemplated by the City and is the public interest. The Council shall be given an opportunity to be heard on the matter by the City Council before such action is taken, if requested by the Board of Directors. Thereafter the City Council may take such action to cancel or terminate this Agreement as it deems appropriate.

c. Either party may cancel and terminate this Agreement immediately upon written notice in the event of material breach of the provisions of this Agreement, provided that upon written request, the breaching party may have a reasonable time in which to remedy such breach. In the event the breach is not satisfactorily remedied, the party may proceed to the immediate termination of this Agreement.

d. Upon termination of this Agreement, all funds, objects of art, and property of any kind held or received on behalf of the City for the Council shall remain with the City and shall be property of the City. Any funds, objects of art, or property held in the name of the Council as restricted by donors of such, shall remain with the Council and applied for Council purposes in the name of the Council.

24. Miscellaneous.

a. This Agreement, including any Exhibits hereto, supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the performance of this Agreement, and contains all of the covenants and agreements between the parties with respect to such performance in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducement, promises or agreements, oral or otherwise, with regard to this

Agreement or the services to be rendered under it have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

b. No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

c. This Agreement shall be deemed to have been made in Wichita, Sedgwick County, Kansas, and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the state of Kansas, without regard to the conflict of laws principles.

d. The parties hereto agree that each party may distribute, display, perform, and otherwise use the logos, trademarks, and domain names of the other party, and the content and all other information supplied by a party, but only in connection with the reasonable performance of this Agreement.

e. Neither party shall be liable to the other party upon the occurrence of any strike, dispute or difference with workers, accident, storm, fire, explosions, Acts of God, war, embargo, governmental boycott or governmental action or any other event beyond its reasonable control.

f. Any notice or other communication under this Agreement shall be considered given when delivered personally or delivered by first class mail or express courier service (such as DHL Courier or Federal Express Courier) to the parties at their respective addresses set forth above or at such other address as a party may specify by notice made pursuant to the terms of this Section.

IN WITNESS WHEREOF, the parties have executed this contract on March __, 2015.

DELEGATE AGENCY

_____

Arlen Hamilton, President
The Arts Council

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Interim Director of
Law and City Attorney

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Petition for Improvements to Corporate Hills Drive (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the project and adopt the resolution.

Background: Corporate Hills Drive and Webb Road is currently an unsignalized intersection north of Kellogg. A petition signed by resident owners representing 83% of the improvement district area and 83% of the resident owners was submitted in support of proposed paving and signal improvements. The petition is valid per Kansas Statute 12-6a01. The District II Advisory Board sponsored a neighborhood hearing on the project on March 9, 2015. The Board voted 7-0 to recommend approval of the project.

Analysis: The proposed improvements include the addition of a southbound, left turn lane onto Corporate Hills Drive and signalization of the intersection, which lies north of Kellogg, west of Greenwich Road.

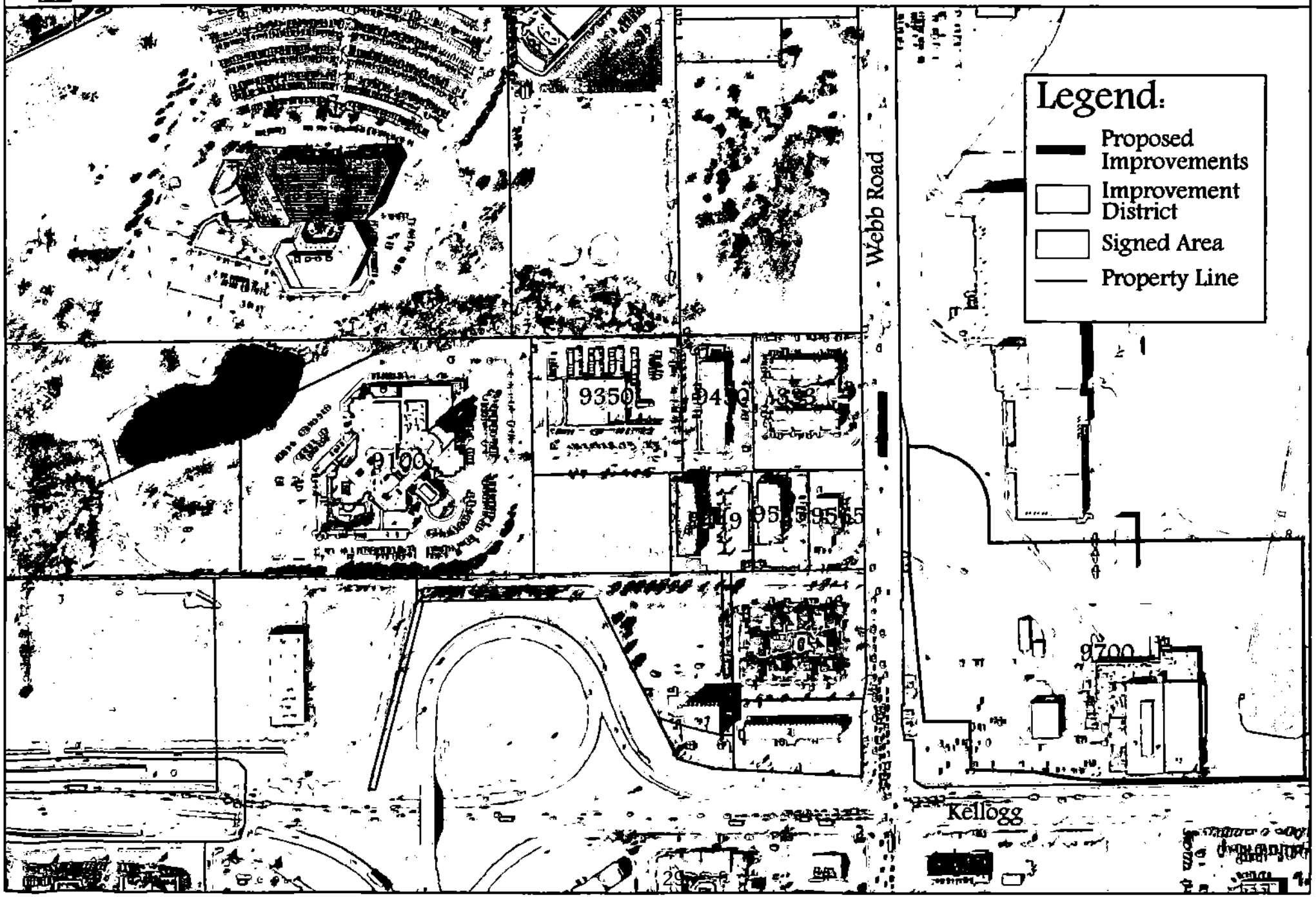
Financial Considerations: The estimated cost of the improvements is $300,000, with 100% of the final cost being assessed to the improvement district on a fractional basis. The estimate does not include financing costs that will be incurred during the construction or bonding phases of the project.

Legal Considerations: The Law Department has reviewed and approved the petition and resolution as to form.

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

Attachments: Map, budget sheet, petition, and resolution.

Paving and Signal Improvements for Corporate Hills Drive



Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 83

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 472-84926

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Apr 7, 2015 REQUEST DATE:

PROJECT # : 490353 PROJECT TITLE: Webb Rd & Corporate Hills Drive

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Webb Rd & Corporate Hills Drive

OCA # : 766332 OCA TITLE: Webb Rd & Corporate Hills Drive

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$300,000.00	2999 Contractuals	$300,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$300,000.00	**EXPENSE TOTAL:**	$300,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jary DATE: 02/26/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described within an addition as follows:

Maxwell 2nd Addition

Tract 1: E 311.7917 Feet of Lot 3, Block 1

Tract 2: Lot 3 Except E 311.7917 Feet Thereof, Block 1

Tract 3: E 420 Feet Lot 4, Block 1

Maxwell 3rd Addition

Tract 4: E 155 Feet Lot 1, Block 1

Tract 5: Lot 2 Except Beginning SE Corner W 633.41 Feet N 6 Feet W 192.42 Feet N 437.96 Feet to Northerly Line NE 527.20 Feet E 12.46 Feet E 334.82 Feet to NE Corner S 664.64 Feet to Beginning, Block 1

Tract 6: Part of Lot 2 Beginning SE Corner thence W 633.41 Feet N 6 Feet W 192.42 Feet N 437.96 Feet to Northerly Line NE 527.20 Feet Easterly 12.46 Feet E 334.82 Feet to NE Corner S 664.64 Feet to Beginning, Block 1

Maxwell 4th Addition

Tract 7: Lot 1, Block 1

Tract 8: Lot 2 Except E 160 Feet Thereof, Block 1

Tract 9: E 160 Feet of Lot 2, Block 1

Costco Addition

Tract 10: Lot 1, Block 1

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

(a) That there be constructed pavement on **Webb Road** north of Kellogg to add a south bound left turn lane into Corporate Hills Drive and signal to serve **Corporate Hills Drive** and Webb Road intersection. That said pavement changes between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Three Hundred Thousand Dollars ($300,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed

money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **December 10, 2014**.

(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.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Fractional** basis with Tract 1 paying **(33/1000)**, Tract 2 paying **(23/1000)**, Tract 3 paying **(44/1000)**, Tract 4 paying **(13/1000)**, Tract 5 paying **(48/1000)**, Tract 6 paying **(145/1000)**, Tract 7 paying **(32/1000)**, Tract 8 paying **(19/1000)**, Tract 9 paying **(13/1000)**, and Tract 10 paying **(630/1000)** of the total cost assessed to the improvement district. With all tracts being described above.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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. This petition may be combined with other petitions of similar nature to form one public improvement project.

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

STREET ADDRESS	LEGAL DESCRIPTION	SIGNATURE	DATE
Maxwell 2nd Addition			
333 S WEBB RD	TRACT 1: E 311.7917 FEET LOT 3 BLOCK 1	WEBB DOUGLAS CO LP	
9450 E CORPORATE HILLS DR	TRACT 2: LOT 3 EXCEPT E 311.7917 FEET THEREOF BLOCK 1	BRE/ESA P PORTFOLIO LLC	
9350 E CORPORATE HILLS DR	TRACT 3: E 420 FEET LOT 4 BLOCK 1	US POSTAL SERVICE	
Maxwell 3rd Addition			
9555 E CORPORATE HILLS DR	TRACT 4: E 155 FEET LOT 1 BLOCK 1	~~BEECHCRAFT EMPLOYEES CREDIT UNION~~ Golden Plains Credit Union / Central Star Ck. [signature], President	
	TRACT 5: LOT 2 EXCEPT BEGINNING SE CORNER W 633.41 FEET N 6.0 FEET W 192.42 FEET N 437.96 FEET TO NORTHERLY LINE NE 527.20 FEET E 12.46 FEET E 334.82 FEET TO NE CORNER S 664.64 FEET TO BEGINNING BLOCK 1	CORPORATE HILLS HOTEL ASSOC ETAL	

RECEIVED

FEB -5 '15

CITY CLERK OFFICE

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

STREET ADDRESS	LEGAL DESCRIPTION	SIGNATURE	DATE
Maxwell 2nd Addition			
333 S WEBB RD	TRACT 1: E 311.7917 FEET LOT 3 BLOCK 1	WEBB DOUGLAS CO LP PHILLIP G. RUFFIN, PRESIDENT	12/19/14
9450 E CORPORATE HILLS DR	TRACT 2: LOT 3 EXCEPT E 311.7917 FEET THEREOF BLOCK 1	BRE/ESA P PORTFOLIO LLC	
9350 E CORPORATE HILLS DR	TRACT 3: E 420 FEET LOT 4 BLOCK 1	US POSTAL SERVICE	
Maxwell 3rd Addition			
9555 E CORPORATE HILLS DR	TRACT 4: E 155 FEET LOT 1 BLOCK 1	BEECHCRAFT EMPLOYEES CREDIT UNION	
	TRACT 5: LOT 2 EXCEPT BEGINNING SE CORNER W 633.41 FEET N 6.0 FEET W 192.42 FEET N 437.96 FEET TO NORTHERLY LINE NE 527.20 FEET E 12.46 FEET E 334.82 FEET TO NE CORNER S 664.64 FEET TO BEGINNING BLOCK 1	CORPORATE HILLS HOTEL ASSOC ETAL PHILLIP G. RUFFIN, PRESIDENT	12/19/14

9100 E CORPORATE HILLS DR	TRACT 6: PART LOT 2 BEGINNING SE CORNER THENCE W 633.41 FEET N 6.0 FEET W 192.42 FEET N 437.96 FEET TO NORTHERLY LINE NE 527.20 FEET EASTERLY 12.46 FEET E 334.82 FEET TO NE CORNER S 664.64 FEET TO BEGINNING BLOCK 1	CORPORATE HILLS LLC
Maxwell 4th Addition		
	TRACT 7: LOT 1 BLOCK 1	MAXWELL FAMILY TRUST 2003
9449 E CORPORATE HILLS DR	TRACT 8: LOT 2 EXCEPT E 160 FEET THEREOF BLOCK 1	H I HERTIAGE INN OF WICHITA SEE Below
9525 E CORPORATE HILLS DR	TRACT 9: E 160 FEET LOT 2 BLOCK 1	COMFORT INN & HAMPTON INN Heritage Inn of Wichita, Inc. d/b/a Comfort Inn By: Dean M Hellberg, Treasurer H.I. Heritage Inn of Wichita, Inc. d/b/a Hampton Inn By: Dean M Hellberg, Treasurer
Costco Addition		
	TRACT 10: LOT 1 BLOCK 1	COSTCO WHOLESALE CORP

9100 E CORPORATE HILLS DR	TRACT 6: PART LOT 2 BEGINNING SE CORNER THENCE W 633.41 FEET N 6.0 FEET W 192.42 FEET N 437.96 FEET TO NORTHERLY LINE NE 527.20 FEET EASTERLY 12.46 FEET E 334.82 FEET TO NE CORNER S 664.64 FEET TO BEGINNING BLOCK 1	CORPORATE HILLS LLC 12/19/14 PHILLIP G RUFFIN, PRESIDENT
Maxwell 4th Addition		
	TRACT 7: LOT 1 BLOCK 1	MAXWELL FAMILY TRUST 2003
9449 E CORPORATE HILLS DR	TRACT 8: LOT 2 EXCEPT E 160 FEET THEREOF BLOCK 1	H I HERTIAGE INN OF WICHITA
9525 E CORPORATE HILLS DR	TRACT 9: E 160 FEET LOT 2 BLOCK 1	COMFORT INN & HAMPTON INN
Costco Addition		
	TRACT 10: LOT 1 BLOCK 1	COSTCO WHOLESALE CORP

9100 E CORPORATE HILLS DR	TRACT 6: PART LOT 2 BEGINNING SE CORNER THENCE W 633.41 FEET N 6.0 FEET W 192.42 FEET N 437.96 FEET TO NORTHERLY LINE NE 527.20 FEET EASTERLY 12.46 FEET E 334.82 FEET TO NE CORNER S 664.64 FEET TO BEGINNING BLOCK 1	CORPORATE HILLS LLC
Maxwell 4th Addition		
	TRACT 7: LOT 1 BLOCK 1	MAXWELL FAMILY TRUST 2003
9449 E CORPORATE HILLS DR	TRACT 8: LOT 2 EXCEPT E 160 FEET THEREOF BLOCK 1	H I HERTIAGE INN OF WICHITA
9525 E CORPORATE HILLS DR	TRACT 9: E 160 FEET LOT 2 BLOCK 1	COMFORT INN & HAMPTON INN
Costco Addition		
	TRACT 10: LOT 1 BLOCK 1	COSTCO WHOLESALE CORP

Richard J. Olin
SVP/Asst. Secretary

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Name

1492 N Woodrow Ave
Address Wichita KS 67203

316 734 3316
Telephone Number

Sworn to and subscribed before me this 6th day of February, 2015.

Deputy City Clerk

132019

First Published in the Wichita Eagle on April 10, 2015

RESOLUTION NO. 15-088

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING IMPROVEMENTS ON **WEBB ROAD NORTH OF KELLOGG TO ADD A SOUTH BOUND LEFT TURN LANE INTO CORPORATE HILLS DRIVE AND SIGNAL TO SERVE CORPORATE HILLS DRIVE AND WEBB ROAD INTERSECTION (NORTH OF KELLOGG, WEST OF GREENWICH) 472-84926** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING IMPROVEMENTS ON **WEBB ROAD NORTH OF KELLOGG TO ADD A SOUTH BOUND LEFT TURN LANE INTO CORPORATE HILLS DRIVE AND SIGNAL TO SERVE CORPORATE HILLS DRIVE AND WEBB ROAD INTERSECTION (NORTH OF KELLOGG, WEST OF GREENWICH) 472-84926** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct improvements on **Webb Road north of Kellogg to add a south bound left turn lane into Corporate Hills Drive and signal to serve Corporate Hills Drive and Webb Road Intersection (north of Kellogg, west of Greenwich) 472-84926.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Thousand Dollars ($300,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted. This petition shall be considered null and void if it is not filed with the City Clerk within one year of preparation date of **December 10, 2014**.

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:

MAXWELL 2ND ADDITION

Tract 1: E 311.7917 Feet of Lot 3, Block 1
Tract 2: Lot 3 Except E 311.7917 Feet Thereof, Block 1
Tract 3: E 420 Feet Lot 4, Block 1

MAXWELL 3RD ADDITION

Tract 4: E 155 Feet Lot 1, Block 1
Tract 5: Lot 2 Except Beginning SE Corner W 633.41 Feet N 6 Feet W 192.42 Feet N 437.96 Feet to Northerly Line NE 527.20 Feet E 12.46 Feet E 334.82 Feet to NE Corner S 664.64 Feet to Beginning, Block 1
Tract 6: Part of Lot 2 Beginning SE Corner thence W 633.41 Feet N 6 Feet W 192.42 Feet N 437.96 Feet to Northerly Line NE 527.20 Feet Easterly 12.46 Feet E 334.82 Feet to NE Corner S 664.64 Feet to Beginning, Block 1

MAXWELL 4TH ADDITION
Tract 7: Lot 1, Block 1
Tract 8: Lot 2 Except E 160 Feet Thereof, Block 1
Tract 9: E 160 Feet of Lot 2, Block 1

COSTCO ADDITION
Tract 10: Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with Tract 1 paying (33/1000), Tract 2 paying (23/1000), Tract 3 paying (44/1000), Tract 4 paying (13/1000), Tract 5 paying (48/1000), Tract 6 paying (145/1000), Tract 7 paying (32/1000), Tract 8 paying (19/1000), Tract 9 paying (13/1000), and Tract 10 paying (630/1000) of the total cost assessed to the improvement district. With all tracts being described above.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution (the "Act").

SECTION 10. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). 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 11. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas this 7th day of

April 2015.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council Members

SUBJECT: General Obligation Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Ratify the award of the bids.

Background: On March 3, 2015, Resolutions 15-064 and 15-065 were adopted by the City Council authorizing the sale of General Obligation (GO) Refunding Bonds, Series 2015A in the principal amount not to exceed $55,000,000 and Water and Sewer (W&S) Utility Refunding Bonds, Series 2015B in the principal amount not to exceed $47,000,000. The bonds are being issued to refund previously issued general obligation, special assessment and Water and Sewer Utility revenue bonds in order to provide savings on future debt service costs to the City.

The resolutions authorized the sale of the refunding bonds to be held as soon as practical to take advantage of market conditions and provided authority for the City Manager to accept the best conforming bids with ratification of the bids and approval of the bond ordinances and resolutions by the City Council at its next regularly scheduled Council meeting.

Analysis: The proceeds from the sale of the GO Refunding Bonds, Series 2015A will be used for the current and advance refunding of the City's outstanding GO Bonds, Series 787, 792, 796, 799 and 801, by providing the necessary funds to pay the principal and redemption premium on the redemption dates of June 1, 2016; September 1, 2015; September 1, 2016; June 1, 2015 and December 1, 2015, respectively.

The proceeds from the sale of the W&S Refunding Revenue Bonds, Series 2015B will be used for the current and advance refunding of the City's outstanding W&S Revenue Bonds, Series 2000 and Series 2006, by providing the necessary funds to pay the principal and redemption premium on the redemption dates of May 4, 2015 and October 1, 2016, respectively.

Bids were accepted electronically through ***PARITY*** Electronic Bid Submission System on March 26, 2015 until 9:30 a.m. CT in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the bonds to the bidder whose proposed interest rates result in the lowest true interest rate.

The GO Refunding Bonds, Series 2015A will mature in 2025 and the W&S Refunding Revenue Series 2015B Bonds will mature in 2031, with principal maturities of each Series structured to produce level and positive savings in all future years based on the structure of bonds being refunded. Series 2015A are callable in 2023 and Series 2015B are callable in 2024.

In preparation for these sales, an interest rate discrepancy was noted on Exhibit A to Resolution 10-022 that was adopted by City Council on February 2, 2010 in connection with the issuance of the Series 799 which are now being refunded by the GO Series 2015A Bonds. The discrepancy does not affect the amount of interest paid to the bondholders and was properly reflected on all other bond documents, the official statement and other disclosure documents. As recommended by Bond Counsel, an amending resolution has been prepared to correct this discrepancy.

Financial Considerations: The City has established a minimum 3% threshold as an appropriate level of savings in connection with a bond refunding. The calculated net present value benefit resulting from the sale of the GO Refunding Bonds, Series 2015A is $3.1 million or 6.1%. The sale of the W&S Refunding Revenue Bonds, Series 2015B resulted in calculated net present value savings of $4 million or 9.5%.

Legal Considerations: The authorizing ordinances and resolutions have been prepared by Bond Counsel and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: (1) adopt the amending resolution for the Series 799 General Obligation Bonds; (2) ratify the award of the bids by the City Manager for each series of Bonds; (3) adopt the Bond Ordinances on a Declaration of Emergency basis; (4) adopt the Bond Resolutions; and (5) authorize the necessary signatures.

Attachments:
Amending Resolution for Series 799
For each Bond series - Bond Ordinance, Bond Resolution and Declaration of Emergency
Parity Bid Results – Series 2015A
Parity Bid Results – Series 2015B

Gilmore & Bell, P.C.
03/26/2015

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, April 7, 2015, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, 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 2015A Bonds occur soon after the date bids are received and to enable the City to deliver the Series 2015A Bonds authorized by said Ordinance on April 23, 2015.

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 April 7, 2015.

_____
Carl Brewer, Mayor

(Seal)
ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

JLN\600809.70385\BASICDOCS (03-26-15)

Gilmore & Bell, P.C.
03/26/2015

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 7, 2015**

The City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") 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 Refunding Bonds, Series 2015A, dated April 1, 2015 (the "Series 2015A Bonds"), of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the Governing Body was informed that based on the best bid received, the City Manager awarded the sale of the Series 2015A Bonds to Wells Fargo Bank, National Association, Charlotte, North Carolina, a copy of which is attached hereto as ***EXHIBIT B***.

Mayor CARL BREWER moved that acceptance of said bid be affirmed, to pass an ordinance hereinafter captioned on an emergency basis pursuant to a Declaration of Emergency and to adopt a resolution hereinafter captioned:.

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, 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 motion was seconded by _____. Said motion was carried by a vote of the Governing Body with the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-974; (b) said Resolution duly adopted and numbered Resolution No. 15-085; 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 City Council 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\600809.70385\BASICDOCS (03-26-15)

EXHIBIT A
BID TABULATION

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION REFUNDING BONDS

Dated: April 1, 2015
Series 2015A
Good Faith Deposit: $1,002,000

Sale Date: March 26, 2015
9:30 A.M., C.D.T.
Max Interest Rate: 7.931%

BIDDERS

Bid Award*	Bidder Name	TIC
X	Wells Fargo Bank, National Association	1.519117
	J.P. Morgan Securities LLC	1.574765
	Hutchinson, Shockey, Erley & Co.	1.593156
	Morgan Stanley & Co, LLC	1.623165
	FirstSouthwest	1.644371
	Robert W. Baird & Co., Inc.	1.685298

EXHIBIT B

(BID OF PURCHASER)

Wells Fargo Bank, National Association-Charlotte, NC's Bid PARITY

City of Wichita, Kansas

~~$49,130,000~~ $45,965,000 General Obligation Refunding Bonds, Series 2015A

For the aggregate principal amount of ~~$49,130,000.00~~ $45,965,000.00, we will pay you ~~$56,199,735.10~~ $52,602,187.20, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price	Bond Insurance
12/01/2016	~~4,650M~~ 4,125M	5.0000	0.5000	107.186	
12/01/2017	~~8,670M~~ 7,895M	5.0000	0.8100	110.780	
12/01/2018	~~8,920M~~ 8,280M	5.0000	1.0700	113.862	
12/01/2019	~~9,155M~~ 8,665M	5.0000	1.2700	116.633	
12/01/2020	~~6,440M~~ 6,115M	5.0000	1.4300	119.163	
12/01/2021	~~2,770M~~ 2,590M	5.0000	1.6300	121.021	
12/01/2022	~~2,860M~~ 2,730M	5.0000	1.7900	122.728	
12/01/2023	~~2,935M~~ 2,855M	5.0000	1.9000	124.501	
12/01/2024	~~2,055M~~ 2,040M	2.0000	2.0500	99.565	
12/01/2025	~~675M~~ 670M	2.0000	2.1500	98.583	

Total Interest Cost:	~~$10,972,466.67~~	$10,353,166.67
Premium:	~~$7,069,735.10~~	$6,637,187.20
Net Interest Cost:	~~$3,902,731.57~~	$3,715,979.47
TIC:	~~1.519117%~~	1.5277031%
Total Insurance Premium:		$0.00

Time Last Bid Received On: 03/26/2015 9:29:52 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Wells Fargo Bank, National Association, Charlotte, NC
Contact: Walker McQuage
Title: Managing Director
Telephone: 704-410-4082
Fax: 704-410-0205

Issuer Name: City of Wichita, KS
Accepted By:
Date: March 26, 2015

Company Name: Wells Fargo Bank, N.A.
Accepted By:
Date: March 26, 2015

Gilmore & Bell, P.C.
03/26/2015

ORDINANCE NO. 49-974

OF

THE CITY OF WICHITA, KANSAS

PASSED

APRIL 7, 2015

_____

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015A

JLN\600809.70385\BASICDOCS (03-26-15)

ORDINANCE NO. 49-974

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, 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, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq*. to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds and has 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. 10-427 *et seq*. and K.S.A. 10-620 *et seq*., 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 of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Refunding Bonds, Series 2015A, dated April 1, 2015, 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 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.

"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 Bonds" means collectively, the following general obligation bonds of the City:

Description	Series	Dated Date	Years	Amount
General Obligation Bonds	787	02/01/2009	2017-2024	$12,925,000
General Obligation Bonds	792	02/01/2008	2016-2023	7,130,000
General Obligation Bonds	796	02/01/2009	2017-2024	5,965,000
General Obligation Bonds	799	03/01/2010	2016-2020	12,215,000
General Obligation Bonds	801	08/01/2010	2016-2025	12,605,000

"Refunded Bonds Redemption Date" means, collectively: (a) June 1, 2016 for the Series 787 Bonds; (b) September 1, 2015 for the Series 792 Bonds; (c) September 1, 2016 for the Series 796 Bonds; (d) June 1, 2015 for the Series 799 Bonds; and (e) December 1, 2015 for the Series 801 Bonds.

"Series 787 Bonds" means the City's General Obligation Bonds, Series 787, dated February 1, 2009.

"Series 792 Bonds" means the City's General Obligation Bonds, Series 792, dated February 1, 2008.

"Series 796 Bonds" means the City's General Obligation Bonds, Series 796, dated February 1, 2009.

"Series 799 Bonds" means the City's General Obligation Bonds, Series 799, dated March 1, 2010.

"Series 801 Bonds" means the City's General Obligation Bonds, Series 801, dated August 1, 2010.

"State" means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2015A, of the City in the principal amount of $45,965,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) pay costs of issuance of the Bonds; and (c) pay a portion of the interest on the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of improvements financed by the Refunded Bonds 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 City. 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 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. The interest on a proportionate amount the Bonds attributed to refunding the Refunded Bonds to and including the respective Refunded Bonds Redemption Date, shall be primarily payable from the proceeds of certain Escrowed Securities and cash held under the terms of the Escrow Agreement.

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.

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PASSED by the City Council of the City on April 7, 2015 and **SIGNED** by the Mayor.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

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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 April 7, 2015; 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 April 10, 2015

DATED: April 10, 2015

_____

Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON APRIL 10, 2015)

SUMMARY OF ORDINANCE NO. 49-974

On April 7, 2015, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, 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 2015A Bonds approved by the Ordinance are being issued in the principal amount of $45,965,000, to refund previously issued general obligation bonds 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: April 7, 2015.

_____

Sharon L. Dickgrafe, Interim Director
of Law and City Attorney

JLN\600809.70385\BASICDOCS (03-26-15)

Gilmore & Bell, P.C.
03/26/2015

RESOLUTION NO. 15-085

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

APRIL 7, 2015

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015A

JLN\600809.70385\BASICDOCS (03-26-15)

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RESOLUTION NO. 15-085

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-974 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 General Obligation Refunding Bonds, Series 2015A (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. 10-427 *et seq*. and K.S.A. 10-620 *et seq*., 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 Refunding Bonds, Series 2015A, 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.

"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.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2015A created pursuant to ***Section 501*** hereof.

"Dated Date" means April 1, 2015.

"Debt Service Account" means the Debt Service Account for General Obligation Refunding Bonds, Series 2015A 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.

"Escrow Agent" means Security Bank of Kansas City, Wichita, Kansas, Kansas, and its successors and assigns.

"Escrow Agreement" means the Escrow Trust Agreement, dated as of April 1, 2015, between the Issuer and the Escrow Agent.

"Escrow Fund" means the Escrow Fund for Refunded Bonds referred to in ***Section 501*** hereof.

"Escrowed Securities" means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

"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.

"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.

"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, 2015.

"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:

Wells Fargo Bank, National Association
550 S. Tryon Street
4th Floor
Charlotte, North Carolina 28202
Fax: (704) 410-4082

(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

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department

200 W. Douglas, Suite 612
Wichita, Kansas 67202

with a copy to:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

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 Bond 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.

(e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

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

"Ordinance" means Ordinance No. 49-974 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" means 100% of the principal amount of the Bonds plus accrued interest to the date of delivery, plus a premium of $6,637,187.20.

"Purchaser" means Wells Fargo Bank, National Association, Charlotte, North Carolina, 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.

"Refunded Bonds" means collectively, the following general obligation bonds of the Issuer:

Description	Series	Dated Date	Years	Amount
General Obligation Bonds	787	02/01/2009	2017-2024	$12,925,000

General Obligation Bonds	792	02/01/2008	2016-2023	7,130,000
General Obligation Bonds	796	02/01/2009	2017-2024	5,965,000
General Obligation Bonds	799	03/01/2010	2016-2020	12,215,000
General Obligation Bonds	801	08/01/2010	2016-2025	12,605,000

"Refunded Bonds Paying Agent" means the paying agent for each series of the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for the Refunded Bonds.

"Refunded Bonds Redemption Date" means, collectively: (a) June 1, 2016 for the Series 787 Bonds; (b) September 1, 2015 for the Series 792 Bonds; (c) September 1, 2016 for the Series 796 Bonds; (d) June 1, 2015 for the Series 799 Bonds; and (e) December 1, 2015 for the Series 801 Bonds.

"Refunded Bonds Resolution" means each ordinance and resolution which authorized the Refunded Bonds.

"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.

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

"Series 787 Bonds" means the Issuer's General Obligation Bonds, Series 787, dated February 1, 2009.

"Series 792 Bonds" means the Issuer's General Obligation Bonds, Series 792, dated February 1, 2008.

"Series 796 Bonds" means the Issuer's General Obligation Bonds, Series 796, dated February 1, 2009.

"Series 799 Bonds" means the Issuer's General Obligation Bonds, Series 799, dated March 1, 2010.

"Series 801 Bonds" means the Issuer's General Obligation Bonds, Series 801, dated August 1, 2010.

"Series 799 Principal and Interest Account" means the Principal and Interest Account for the Series 799 Bonds.

"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.

"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.

"Verification Report" means the verification report referenced in ***Article V*** hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

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 $45,965,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) pay Costs of Issuance; and (c) pay a portion of the interest on the Bonds to the respective Refunded Bonds Redemption Date.

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:

Stated Maturity December 1	Principal Amount	Annual Rate of Interest	Stated Maturity December 1	Principal Amount	Annual Rate of Interest
2016	$4,125,000	5.00%	2021	$2,590,000	5.00%
2017	7,895,000	5.00%	2022	2,730,000	5.00%
2018	8,280,000	5.00%	2023	2,855,000	5.00%
2019	8,665,000	5.00%	2024	2,040,000	2.00%
2020	6,115,000	5.00%	2025	670,000	2.00%

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 March 18, 2015, 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. 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.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities – State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on December 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 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.

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.

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 improvements financed by the Refunded Bonds 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 City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. The interest on a proportionate amount the Bonds attributed to refunding the Refunded Bonds to and including the respective Refunded Bonds Redemption Date, shall be primarily payable from the proceeds of certain Escrowed Securities and cash held under the terms of the Escrow Agreement. 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) Debt Service Account for General Obligation Refunding Bonds, Series 2015A (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.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

(a) Escrow Fund for Refunded Bonds.

(b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2015A.

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) Any excess proceeds received from the sale of the Bonds shall be deposited in one or more of the debt service accounts for the Series 787 Bonds, Series 792 Bonds, Series 796 Bonds and Series 801 Bonds and applied to payment of principal of bonds of such series that are not Refunded Bonds. Accrued interest and excess proceeds received from the sale of the Bonds attributable to refunding the Series 799 Bonds shall be deposited into the Debt Service Account.

(b) The sum of $124,047.85 shall be transferred to the Escrow Agent for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. 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 504. 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 Escrow 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 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent 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 Issuer for deposit into the Debt Service Account.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution(s) and the Escrow Agreement.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this ***Article V*** and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of and redemption premium, if any, on the Refunded Bonds and the interest on the Bonds to the Refunded Bonds Redemption Date in accordance with the Escrow Agreement.

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 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas on April 7, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

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 April 7, 2015, as the same appears of record in my office.

DATED: April 7, 2015.

_____
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 REFUNDING BOND
SERIES 2015A

Interest Rate:	Maturity Date:	Dated Date: April 1, 2015	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, 2015 (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 Refunding Bonds, Series 2015A, 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: 0709-087-040115-[___]

(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 Refunding Bonds, Series 2015A," aggregating the principal amount of $45,965,000 (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. 10-427 *et seq*., 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 improvements financed by the Refunded Bonds 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 City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. The interest on a proportionate amount the Bonds attributed to refunding the Refunded Bonds to and including the respective Refunded Bonds Redemption Date, shall be primarily payable from the proceeds of certain Escrowed Securities and cash held under the terms of the Escrow Agreement. 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 set forth in the Bond Resolution.

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 April 1, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Clerk

JLN\600809.70385\BASICDOCS (03-26-15)

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

Gilmore & Bell, P.C.
03/26/2015

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 7, 2015**

The City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") 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 Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015 (the "Series 2015B Bonds"), of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the Governing Body was informed that based on the best bid received, the City Manager awarded the sale of the Series 2015B Bonds to Hutchinson, Shockey, Erley & Co., Chicago, Illinois, a copy of which is attached hereto as ***EXHIBIT B***.

Mayor CARL BREWER moved that acceptance of said bid be affirmed, to pass an ordinance hereinafter captioned on an emergency basis pursuant to a Declaration of Emergency and to adopt a resolution hereinafter captioned:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER UTILITY SYSTEM REVENUE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-975 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.

The motion was seconded by _____. Said motion was carried by a vote of the Governing Body with the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-975; (b) said Resolution duly adopted and numbered Resolution No. 15-086; 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 City Council 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\600809.70386\BASICDOCS

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

CITY OF WICHITA, KANSAS
WATER AND SEWER UTILITY REFUNDING REVENUE BONDS

Dated: April 1, 2015
Series 2015B
Good Faith Deposit: $788,500

Sale Date: March 26, 2015
9:30 A.M., C.D.T.
Max Interest Rate: 7.931%

BIDDERS

Bid Award*	Bidder Name	TIC
X	Hutchinson, Shockey, Erley & Co.	2.450083
	Wells Fargo Bank, National Association	2.559998
	Bank of America Merrill Lynch	2.585279
	Robert W. Baird & Co., Inc.	2.602260
	Morgan Stanley & Co, LLC	2.605449
	J.P. Morgan Securities LLC	2.746745

EXHIBIT B

(BID OF PURCHASER)

Hutchinson, Shockey, Erley & Co. - Chicago , IL's Bid
City of Wichita, Kansas
$38,380,000 ~~$39,425,000~~ Water and Sewer Utility Refunding Revenue Bonds, Series 2015B

For the aggregate principal amount of $38,380,000.00 ~~$39,425,000.00~~, we will pay you $42,602,499.14 ~~$43,798,732.06~~, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price	Bond Insurance
10/01/2015	~~195M~~ 165M	5.0000	0.2500	102.082	
10/01/2016	~~2,525M~~ 2,235M	5.0000	0.5000	106.443	
10/01/2017	~~2,635M~~ 2,350M	5.0000	0.8500	109.995	
10/01/2018	~~2,725M~~ 2,450M	5.0000	1.1000	113.125	
10/01/2019	~~2,760M~~ 2,555M	5.0000	1.3500	115.673	
10/01/2020	~~2,830M~~ 2,665M	5.0000	1.5500	117.927	
10/01/2021	~~2,910M~~ 2,800M	5.0000	1.7300	119.842	
10/01/2022	~~2,480M~~ 2,425M	5.0000	1.9200	121.254	
10/01/2023	~~2,535M~~ 2,530M	5.0000	2.0500	122.752	
10/01/2024	~~2,590M~~ 2,635M	5.0000	2.2000	123.746	
10/01/2025	~~2,650M~~ 2,750M	2.3750	2.3750	100.000	
10/01/2026	~~2,735M~~ 2,790M	4.0000	2.4500	112.989	
10/01/2027	~~1,835M~~ 1,895M	3.0000	2.6000	103.327	
10/01/2028	~~1,900M~~ 1,940M	3.5000	2.7800	105.940	
10/01/2029	~~1,960M~~ 1,995M	3.5000	2.8500	105.344	
10/01/2030	~~2,040M~~ 2,070M	3.0000	3.1230	98.500	
10/01/2031	~~2,120M~~ 2,130M	3.0000	3.1570	98.000	

Total Interest Cost:	~~$13,080,643.75~~	$12,974,068.75
Premium:	~~$4,373,732.06~~	$4,222,499.14
Net Interest Cost:	~~$8,706,911.69~~	$8,751,569.61
TIC:	~~2.450083~~	2.469847
Total Insurance Premium:	~~0.00~~	0.00

Time Last Bid Received On:03/26/2015 9:29:46 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Hutchinson, Shockey, Erley & Co., Chicago , IL
Contact: Jim VanMetre
Telephone:312-443-1555
Fax: 312-443-7225

Issuer Name: City of Wichita
Accepted By:
Date: March 26, 2015

Company Name: Hutchinson, Shockey, Erley & Co.,
Accepted By:
Date: March 26, 2015

Gilmore & Bell, P.C.
03/26/2015

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, April 7, 2015, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER UTILITY SYSTEM REVENUE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015B Bonds occur soon after the date bids are received and to enable the City to deliver the Series 2015B Bonds authorized by said Ordinance on April 23, 2015.

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 April 7, 2015.

_____
Carl Brewer, Mayor

(Seal)
ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

JLN\600809.70386\BASICDOCS (03-26-15)

Gilmore & Bell, P.C.
03/26/2015

ORDINANCE NO. 49-975

OF

THE CITY OF WICHITA, KANSAS

PASSED

APRIL 7, 2015

WATER AND SEWER UTILITY REFUNDING REVENUE BONDS
SERIES 2015B

JLN\600809.70386\BASICDOCS (03-26-15)

ORDINANCE NO. 49-975

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER UTILITY SYSTEM REVENUE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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; and

WHEREAS, the City Council (the "Governing Body") of the City has heretofore by Ordinance No. 39-888, adopted May 26, 1987, and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (the "Utility"); and

WHEREAS, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the Utility; and

WHEREAS, the City heretofore issued and has Outstanding several series of revenue bonds payable from the net revenues of the Utility and is authorized by K.S.A. 10-116a to issue refunding revenue bonds of the City for the purpose of refunding a portion of said revenue bonds hereinafter described (collectively, the "Refunding Bonds"); and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, to reduce debt service requirements of the City for certain years and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and the Utility to refund the Refunded Bonds; and

WHEREAS, the Governing Body hereby finds and determines that each and all of the conditions precedent to the issuance of additional revenue bonds on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have, or can and will be satisfied prior to or upon the issuance of such additional revenue bonds to refund the Refunded Bonds; and

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, specifically including K.S.A. 10-116a, and K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

"Additional Indebtedness" means, collectively, Additional Bonds and Additional Obligations.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Bond Reserve Account" means the Water and Sewer Utility Bond Service Reserve Account.

"Bond Resolution" means collectively the Outstanding Parity Bond Resolutions, the Series 2015B Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

"Bonds" means, collectively, Outstanding Parity Bonds, the Series 2015B Bonds and any Additional Bonds.

"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.

"Current Expenses" means, as applied to either component of the Utility, the Issuer's reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. "Current Expenses" shall ***not*** include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

"Depreciation and Replacement Account" means the Water and Sewer Utility Depreciation and Replacement Account.

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

"Governing Body" means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

"Gross Revenues" means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Improvement Account" means the Water and Sewer Utility Improvement Account.

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

"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 City.

"Net Revenues" means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Outstanding Parity Bonds" means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds and Series 2014B Bonds.

"Outstanding Parity Bond Resolution" means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

"Parity Bonds" means the Outstanding Parity Bonds, the Series 2015B Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015B Bonds with respect to the Net Revenues.

"Parity Indebtedness" means, collectively, the Parity Bonds and Parity Obligations.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

"Payment to the City" shall mean the payment to the City's general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

"Refunded Bonds" means collectively: (a) the Series 2000 Bonds maturing in the year 2021, inclusive, in the aggregate principal amount of $3,093,191.60; and (b) the Series 2006 Bonds maturing in the years 2015 to 2031, inclusive, in the aggregate principal amount of $38,870,000.

"Series 2000 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2000, dated June 1, 2000.

"Series 2005B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

"Series 2006 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2006, dated December 1, 2006.

"Series 2008A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

"Series 2009 Bonds" means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

"Series 2009A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

"Series 2009B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

"Series 2010 Bonds" means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

"Series 2010A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

"Series 2010B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

"Series 2011A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

"Series 2012A Bonds" mean the Issuer's Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

"Series 2014A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

"Series 2014B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

"Series 2015B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015, authorized by this Ordinance.

"State" means the State of Kansas.

"Utility" shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

Section 2. Authorization of the Series 2015B Bonds. There shall be issued and hereby are authorized and directed to be issued the Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, of the City in the principal amount of $38,380,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) to make a deposit to the Bond Reserve Account and (b) pay costs of issuance of the Series 2015B Bonds.

Section 3. Security for the Series 2015B Bonds. The Series 2015B Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015B Bonds. The Series 2015B Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015B Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015B Bonds, all of which Series 2015B 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 Series 2015B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2015B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015B Bonds.

Section 4. Terms, Details and Conditions of the Series 2015B Bonds. The Series 2015B 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. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses; (b) pay the principal of and interest on the Utility Indebtedness as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

Section 6. Further Authority. The Mayor, City Manager, Director of Finance, City 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 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 Series 2015B 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 of Wichita, Kansas, on April 7, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

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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 April 7, 2015; 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 April 10, 2015.

DATED: April 10, 2015.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON APRIL 10, 2015)

SUMMARY OF ORDINANCE NO. 49-975

On April 7, 2015, the Governing Body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER UTILITY SYSTEM REVENUE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Series 2015B Bonds approved by the Ordinance are being issued in the principal amount of $38,380,000, to refund previously issued Water and Sewer Utility Revenue Bonds of the City, and constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues derived by the City from the operation of the Water and Sewer Utility. 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: April 7, 2015.

/s/ Sharon L. Dickgrafe
Sharon L. Dickgrafe, Interim Director of Law
and City Attorney

JLN\600809.70386\BASICDOCS

Gilmore & Bell, P.C.
06/20/2014

RESOLUTION NO. 15-086

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

APRIL 7, 2015

$38,380,000
WATER AND SEWER UTILITY REFUNDING REVENUE BONDS
SERIES 2015B

JLN\600809.70386\BASICDOCS (03-26-15)

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RESOLUTION NO. 15-086

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-975 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 Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2015B Bonds; and

WHEREAS, the 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 Series 2015B Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into an Escrow Trust Agreement, by and between the Issuer and the Escrow Agent.

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 and in the Outstanding Parity Bond Resolutions, 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, specifically including K.S.A. 10-116a, and K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution; provided that any General Obligation Indebtedness shall not constitute Additional Bonds.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

"Annual Budget" means with respect to the Utility, the City's budget of estimated receipts and expenditures on account of all Funds and Accounts created under the provisions of the Bond Resolution,

including a budget of Current Expenses, for any Fiscal Year and adopted pursuant to the provisions of ***Section 806*** of the Bond Resolution.

"Assured Guaranty" means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

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

"Authorized Investments" shall mean, as long as the Pre-2008 Bonds are Outstanding, any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Issuer pursuant to the Bond Resolution:

(a) obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(b) bonds, notes or other evidences of indebtedness rated *"AA "* by Standard & Poor's, and *"Aa2"* by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(c) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;

(d) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(e) investment agreements with 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

(f) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and

(g) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.

and thereafter 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 or the federal home loan mortgage corporation;

(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;

(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); or

(m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

"Balloon Indebtedness" means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

"Beneficial Owner" of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such 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 Insurance Policy" means the municipal bond insurance policy or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of any Utility Indebtedness guaranteeing the scheduled payment when due of the principal of and interest on such Utility Indebtedness.

"Bond Insurer" means: (a) FGIC with respect to the Series 2005B Bonds; (b) Assured Guaranty with respect to the Series 2008A Bonds; and (c) with respect to Additional Indebtedness, the entity set forth in the supplemental resolution authorizing the Additional Indebtedness.

"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: (a) with respect to the Series 2015B Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

"Bond Reserve Account" means the Water and Sewer Utility Bond Service Reserve Account.

"Bond Reserve Requirement" means, collectively, the bond reserve requirement for each series of Outstanding Parity Bonds, the Series 2015B Bond Reserve Requirement and any bond reserve requirement for any subsequent series of Parity Bonds.

"Bond Resolution" means collectively the Outstanding Parity Bond Resolutions, the Series 2015B Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

"Bonds" means, collectively, Outstanding Parity Bonds, the Series 2015B Bonds and any Additional Bonds.

"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.

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

"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.

"**Consultant**" means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

"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 utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

"Costs of Issuance" means all costs of issuing any series of Bonds, including 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 financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

"Costs of Issuance Account" means Costs of Issuance Account for Water and Sewer Utility Refunding Revenue Bonds, Series 2015B.

"Current Expenses" means, as applied to either component of the Utility, the Issuer's reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the

Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. "Current Expenses" shall ***not*** include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

"Dated Date" means, with respect to the Series 2015B Bonds, April 1, 2015.

"Debt Service Coverage Ratio" means, for any Fiscal Year: (a) with respect to the rate covenants, the ratio determined by dividing (i) a numerator equal to the Net Revenues Available for Debt Service for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by dividing (i) a numerator equal to the average Net Revenues Available for Debt Service for the two (2) prior Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that are proposed to be Parity Indebtedness, Debt Service Requirements on Subordinate Lien Obligations and General Obligation Indebtedness shall be disregarded.

"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, so long as the Pre-2008 Bonds are Outstanding, any of the following obligations:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized by with obligations described in the following (b)); or

(b) Direct obligations (including obligations issued or held in book-entry form on the books) of the Department of the Treasury of the United States of America;

and thereafter shall mean:

(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.

"Depreciation and Replacement Account" means the Water and Sewer Utility Depreciation and Replacement Account.

"Depreciation and Replacement Account Requirement" means an amount equal fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Fiscal Year

"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's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

"Disclosure Undertaking" means the Issuer's Omnibus Continuing Disclosure Undertaking for Utility Indebtedness relating to certain obligations contained in the SEC Rule.

"Discount Indebtedness" means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

"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.

"Escrow Agent" means Security Bank of Kansas City, Wichita, Kansas, and its successors and assigns.

"Escrow Agreement" means the Escrow Trust Agreement, dated as of April 1, 2015, between the Issuer and the Escrow Agent.

"Escrow Fund" means the Escrow Fund for Refunded Bonds.

"Escrowed Securities" means the securities that satisfy the requirement of Defeasance Obligations as set forth in the Refunded Bonds Resolution, as described in the Escrow Agreement.

"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 Utility Indebtedness shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

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

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the Utility shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the Utility and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Utility or any part thereof or of the Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues Available for Debt Service; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in Utility Indebtedness or in the Bond Resolution (other than the covenants relating to continuing disclosure) 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 Utility Indebtedness then Outstanding; or

In determining whether an Event of Default shall have occurred with respect to the due and prompt payment of the Debt Service Requirements on any Insured Bonds no effect shall be given to payments made under any Bond Insurance Policy.

"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.

"FGIC" means Financial Guaranty Insurance Company, or any successor thereto.

"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 the Bond Resolution.

"General Obligation Indebtedness" means any of the Issuer's general obligation bonds issued for improvements to the Utility.

"Governing Body" means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

"Gross Revenues" means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Improvement Account" means the Water and Sewer Utility Improvement Account.

"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 the Bond Resolution.

"Index Rate" means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

"Insured Bonds" means any Utility Indebtedness of which the scheduled payment of principal and interest is guaranteed by a Bond Insurance Policy.

"Interest Payment Date(s)" means: (a) with respect to the Series 2015B Bonds, the Stated Maturity of an installment of interest on the Series 2015B Bonds which shall be April 1 and October 1 of each year, commencing October 1, 2015; (b) with respect to the Outstanding Parity Bonds, the Stated Maturity of an installment of interest on such Outstanding Parity Bond Resolutions, and (c) with respect to Additional Indebtedness, the Stated Maturity of an installment of interest on such Additional Indebtedness, as set forth in the supplemental resolution authorizing such Additional Indebtedness.

"Interim Indebtedness" means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

"Issue Date" means the date when the Issuer delivers any series of Utility Indebtedness to the Purchaser in exchange for the Purchase Price.

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

"Long-Term Indebtedness" means Utility Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

"Maturity" when used with respect to any Utility Indebtedness means the date on which the principal of such Utility Indebtedness 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.

"Maximum Annual Debt Service" means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Permitted Investments on deposit in the Bond Reserve Subaccount for such series, so long as the Bond Reserve Subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

"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.

"Net Proceeds" shall mean any insurance proceeds or condemnation awards, paid with respect to the Utility, remaining after the payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues" means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

"Net Revenues Available for Debt Service" means the Net Revenues.

"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:

Series 2015B Bonds:

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

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(c) To the Purchaser:

Series 2015B Bonds:

HUTCHINSON, SHOCKEY, ERLEY & CO.
222 W. Adams, Suite 1700
Chicago, Illinois 60606
Fax: (312) 443-7225

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(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

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
200 W. Douglas, Suite 612
Wichita, Kansas 67202

with a copy to:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

(f) To the Bond Insurer:

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, New York 10019

Fax: (212) 581-3266

Financial Guaranty Insurance Company
125 Park Avenue
New York, NY 10017
Telephone: 212-312-3000
Fax: (212) 312-3093

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 Bond 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.

(e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

(f) With respect to: (1) Assured Guaranty, its General Counsel with a copy to its Risk Management Department-Public Finance Surveillance; and (b) FGIC, its General Counsel with a copy to the Surveillance Department.

"Official Statement" means Issuer's Official Statement relating to the Series 2015B Bonds.

"Operating Revenues" shall mean the Gross Revenues, less investment income and less Current Expenses.

"Ordinance" means Ordinance No. 49-975 of the Issuer authorizing the issuance of the Series 2015B Bonds, as amended from time to time.

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

(a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolution;

(c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolution; and

(d) Utility Indebtedness, the principal or interest of which has been paid by the Bond Insurer.

"Outstanding Parity Bond Resolution" means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

"Outstanding Parity Bonds" means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds and Series 2014B Bonds.

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

"Parity Bonds" means the Outstanding Parity Bonds, the Series 2015B Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015B Bonds with respect to the Net Revenues.

"Parity Indebtedness" means, collectively, the Parity Bonds and Parity Obligations.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

"Parity Resolution" means, collectively, the Outstanding Parity Bond Resolution, the Series 2014 Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

"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: (a) with respect to the Outstanding Parity Bonds and the Series 2015B Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Indebtedness, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Indebtedness.

"Payment to the City" shall mean the payment to the City's general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

"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.

"Pre-2008 Bonds" means the Series 2005B Bonds.

"Pre-2009 Bonds" means, collectively, the Pre-2008 Bonds and the Series 2008A Bonds.

"Pre-2010 Bonds" means, collectively, the Pre-2009 Bonds and the Series 2009 Bonds.

"Pre-2014 Bonds" means, collectively, the Pre-2009 Bonds, the Series 2009 Bonds, the Series 2010 Bonds, the Series 2011A Bonds and the Series 2012A Bonds.

"Principal and Interest Account" shall mean the Water and Sewer Utility Principal and Interest Account.

"Purchase Price" means, with respect to the Series 2015B Bonds, 100% of the principal amount of the Series 2015B Bonds plus accrued interest to the date of delivery, plus a premium of $4,222,499.14.

"Purchaser" means, with respect to the Series 2015B Bonds, Hutchinson, Shockey, Erley & Co., Chicago, Illinois, the original purchaser of the Series 2015B Bonds, and any successor and assigns.

"Put Indebtedness" means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

"Rebate Fund" means the Rebate Fund for Water and Sewer Refunding Revenue Bonds, Series 2015B.

"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" when used with respect to any Utility Indebtedness to be redeemed means the date fixed for the redemption of such Utility Indebtedness pursuant to the terms of the Bond Resolution.

"Redemption Price" when used with respect to any Utility Indebtedness to be redeemed means the price at which such Utility Indebtedness is to be redeemed pursuant to the terms of the 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 Bonds" means collectively: (a) the Series 2000 Bonds maturing in the year 2021, in the aggregate principal amount of $3,093,191.60; and (b) the Series 2006 Bonds maturing in the years 2015 to 2031, inclusive, in the aggregate principal amount of $38,870,000.

"Refunded Bonds Paying Agent" means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

"Refunded Bonds Redemption Date" means, collectively: (a) May 4, 2015 for the Series 2000 Bonds; and (b) October 1, 2016 for the Series 2006 Bonds.

"Refunded Bonds Resolution" means each ordinance and resolution which authorized the Refunded Bonds.

"Refunding Indebtedness" means Utility Indebtedness issued for the purpose of refunding any Outstanding Utility Indebtedness.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 212*** hereof.

"Revenue Fund" means the Water and Sewer Utility Revenue Fund.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

"Series 2000 Bond Resolution" means the Issuer's Ordinance No. 44-663, which authorized the Series 2000 Bonds.

"Series 2000 Bond Reserve Subaccount" means the Bond Reserve Subaccount for the Series 2000 Bonds.

"Series 2000 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2000, dated June 1, 2000.

"Series 2000 Principal and Interest Subaccount" means the Principal and Interest Subaccount for the Series 2000 Bonds.

"Series 2005B Bond Resolution" means collectively the Issuer's Ordinance No. 46-634 and Resolution No. 05-406, which authorized the Series 2005B Bonds.

"Series 2005B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

"Series 2006 Bond Reserve Subaccount" means the Bond Reserve Subaccount for the Series 2006 Bonds.

"Series 2006 Bond Resolution" means collectively the Issuer's Ordinance No. 47-300 and Resolution No. 06-609, which authorized the Series 2006 Bonds.

"Series 2006 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2006, dated December 1, 2006.

"Series 2006 Principal and Interest Subaccount" means the Principal and Interest Subaccount for the Series 2006 Bonds.

"Series 2008A Bond Resolution" means collectively the Issuer's Ordinance No. 47-866 and Resolution No. 08-170, which authorized the Series 2008A Bonds.

"Series 2008A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

"Series 2009 Bonds" means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

"Series 2009 Bond Resolution" means collectively the Issuer's Ordinance No. 48-351 and Resolution No. 09-174, which authorized the Series 2009 Bonds.

"Series 2009A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

"Series 2009B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

"Series 2010 Bond Resolution" means collectively the Issuer's Ordinance No. 48-834 and Resolution No. 10-257, which authorized the Series 2010 Bonds.

"Series 2010 Bonds" means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

"Series 2010A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

"Series 2010B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

"Series 2011A Bond Resolution" means collectively the Issuer's Ordinance No. 49-148 and Resolution No. 11-260, which authorized the Series 2011A Bonds.

"Series 2011A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

"Series 2012A Bond Resolution" means collectively the Issuer's Ordinance No. 49-266 and Resolution No. 12-090 which authorized the Series 2012A Bonds.

"Series 2012A Bonds" mean the Issuer's Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

"Series 2015B Bond Reserve Requirement" shall mean a sum equal to greater of the amount of interest which shall become due and payable on the Series 2015B Bonds during the next Fiscal Year (determined in each year) or the maximum amount of interest which shall become due and payable on the Series 2015B Bonds in any subsequent year, except that, in no event shall the amount of the 2015B Bond Reserve Requirement ever exceed the amount which is the lesser of ten percent (10%) of the original principal amount of the Series 2015B Bonds (determined as of the date of issuance of the Series 2015B Bonds), the maximum annual principal and interest requirements on the Series 2015B Bonds (determined as of the date of issuance of the Series 2015B Bonds), or one hundred twenty-five percent (125%) of the average annual debt service on the Series 2015B Bonds (determined as of the date of issuance of the Series 2015B Bonds).

"Series 2015B Bond Reserve Subaccount" shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, Bond Reserve Subaccount created within the Bond Reserve Account.

"Series 2015B Bond Resolution" means collectively the Issuer's Ordinance and Resolution, which authorized the Series 2015B Bonds.

"Series 2015B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014, dated April 1, 2015, authorized and issued by the Issuer pursuant to the Ordinance and the Bond Resolution.

"Series 2015B Costs of Issuance Account" shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, Costs of Issuance Account created by this Resolution.

"2015B Principal and Interest Subaccount" shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, Principal and Interest Subaccount created by this Resolution within the Principal and Interest Account.

"Sewer Utility" shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired.

"Short-Term Indebtedness" means Utility Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 207*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., New York, New York, 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 Utility Indebtedness or any installment of interest thereon means the date specified in such Utility Indebtedness and the Bond Resolution as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

"Subordinate Indebtedness" means, collectively the Subordinate Lien Bonds and Subordinate Lien Obligations

"Subordinate Lien Bonds" means any Additional Bonds payable from the Revenues, and issued on a subordinate lien basis to any Parity Bonds.

"Subordinate Lien Obligations" means any Additional Obligations payable from, and secured by a lien on, the Revenues, which lien is junior to that of any Parity Obligations.

"Term Bonds" means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

"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.

"Utility" shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

"Value" means, for purposes of the Bond Resolution, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in ***The Wall Street Journal*** (or, if not there, then in *The New York Times)* -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in ***The Wall Street Journal*** or in ***The New York Times*** - the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Issuer in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; and

(c) as to certificates of deposit and bankers acceptances -- the face amount thereof, plus accrued interest.

Provided, however, that when the Pre-2010 Bonds are no longer Outstanding, "Value" shall be the amortized cost of an obligation or the market cost thereof, whichever is lower. Should the value of the Authorized Investments be required for any other legal purpose, the Value shall be calculated in accordance with the applicable laws and regulations.

"Variable Rate Indebtedness" means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

"Verification Report" means the verification report relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

"Water Utility" shall mean and include the waterworks system now owned and operated by the Issuer and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015B Bonds. The Series 2015B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $38,380,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) make a deposit to the Series 2015B Bond Reserve Subaccount; and (c) pay Costs of Issuance. The Series 2015B Bonds shall be Parity Bonds and shall constitute Long-Term Indebtedness.

Section 202. Description of the Series 2015B Bonds. The Series 2015B Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2015B 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:

Stated Maturity October 1	Principal Amount	Annual Rate of Interest	Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2015	$ 165,000	5.000%	2024	$2,635,000	5.000%
2016	2,235,000	5.000%	2025	2,750,000	2.375%
2017	2,350,000	5.000%	2026	2,790,000	4.000%
2018	2,450,000	5.000%	2027	1,895,000	3.000%
2019	2,555,000	5.000%	2028	1,940,000	3.500%
2020	2,665,000	5.000%	2029	1,995,000	3.500%
2021	2,800,000	5.000%	2030	2,070,000	3.000%
2022	2,425,000	5.000%	2031	2,130,000	3.000%
2023	2,530,000	5.000%			

The Series 2015B 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 208*** hereof. The Series 2015B Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of ***Section 212*** hereof.

Each of the Series 2015B 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 Series 2015B Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2015B 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 Series 2015B 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 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 therefor 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. 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 ***Section 303*** 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 ***Section 208*** hereof.

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 206. 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 Paying Agent for authentication.

The Series 2015B 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 Series 2015B 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 Series 2015B Bond shall be conclusive evidence that such Series 2015B Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2015B Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. 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 208. 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 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of 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.

(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 appropriate denominations and form as provided herein.

Section 210. 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 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 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness***.

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 902*** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 902*** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and

(B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in ***Section 902;*** provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under ***Section 902*** or ***Section 214(a)(1)(D)*** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then

rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated March 18, 2015, is hereby ratified and approved. The final 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 Director of Finance 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 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 date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Series 2015B Bonds. The sale of the Series 2015B Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2015B Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the

Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption***.

(1) *Series 2015B Bonds*. At the option of the Issuer, Series 2015B Bonds maturing on October 1, in the years 2025 and thereafter will be subject to redemption and payment prior to their Stated Maturity on October 1, 2024, and thereafter as a whole or in part (selection of maturities and the amount of Series 2015B 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 thereon to the Redemption Date.

(2) *Additional Bonds*. Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption***.

(1) *General*. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. 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.

(2) *The Series 2015B Term Bonds*. There are **no** Series 2015B Term Bonds.

(3) *Additional Bonds*. Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.

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 Insurer 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 any series of 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 Series 2015B Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015B Bonds. The Series 2015B Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015B Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015B Bonds, all of which Series 2015B 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 Series 2015B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2015B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015B Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2015B Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Principal and Interest Subaccount for Water and Sewer Utility Refunding Revenue Bonds, Series 2015B;

(b) Bond Reserve Subaccount for Water and Sewer Utility Refunding Revenue Bonds, Series 2015B; and

(c) Rebate Fund for Water and Sewer Utility Refunding Revenue Bonds, Series 2015B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2015B Bond Resolution so long as the Series 2015B Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

(a) Escrow Fund for Refunded Bonds; and

(b) Costs of Issuance Account for Water and Sewer Utility Refunding Revenue Bonds, Series 2015B.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

(a) Water and Sewer Utility Revenue Fund;

(b) Water and Sewer Utility Bond Reserve Account;

(c) Water and Sewer Utility Depreciation and Replacement Account;

(d) Water and Sewer Utility Improvement Account;

(e) Principal and Interest Subaccounts for Outstanding Parity Bonds; and

(f) Bond Reserve Subaccounts for Outstanding Parity Bonds.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of Bond Resolution so long as the Utility Indebtedness is Outstanding.

Section 502. Deposit of Series 2015B Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Series 2015B Bonds and certain other moneys shall be deposited simultaneously with the delivery of the Series 2015B Bonds as follows:

(a) All accrued interest and any excess proceeds received from the sale of the Series 2015B Bonds shall be deposited in the Series 2015B Principal and Interest Subaccount.

(b) The sum of $95,855.80 shall be transferred to the Escrow Agent, deposited in the Series 2015B Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The sum of $1,629,737.50 shall be deposited in the Series 2015B Bond Reserve Subaccount.

(d) The remaining balance of the proceeds derived from the sale of the Series 2015B Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with the Escrow Agreement.

(e) Simultaneously with the issuance of the Series 2015B Bonds, the Issuer shall make the following transfers:

(1) From the Series 2006 Principal and Interest Account to the Escrow Agent for deposit into the Escrow Fund the sum of $1,982,268.75

(2) From the Series 2000 Bond Reserve Account to the Escrow Agent for deposit into the Escrow Fund the sum of $130,446.

(3) From the Series 2006 Bond Reserve Account to the Escrow Agent for deposit into the Escrow Fund the sum of $1,722,325.

Section 503. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2015B Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2015B Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article XI*** hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2015B Bonds.

Section 504. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent 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 Series 2015B Bonds, shall be transferred to the Issuer for deposit into the Series 2015B Principal and Interest Subaccount.

Section 505. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution(s) and the Escrow Agreement.

Section 506. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Series 2015B Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an Independent Accountant that such Independent Accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited in the Escrow Fund pursuant to ***Section 502*** of this Bond Resolution and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2015B Bonds, and continuing as long as any of the Utility Indebtedness remain Outstanding, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Outstanding Parity Bond Resolutions.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2015B Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance***. The cost of Current Expenses shall be paid currently as bills accrue. Such amount as may be necessary in the opinion of the Governing Body to pay the reasonable and proper Current Expenses for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

Parity Resolutions. The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Bond Resolution with respect to any Parity Indebtedness, and the term Parity Obligations shall be substituted for Bonds, as appropriate.

(b) ***Principal and Interest Account***. There shall next be paid and credited on the first day of each month to the Principal and Interest Account, for credit to the respective Subaccounts thereof, a proportionate amount necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds. All amounts paid and credited to the various Principal and Interest Subaccounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service

Requirements of respective Parity Bonds as and when the same become due at Maturity and on each Interest Payment Date.

Any amounts deposited in the Principal and Interest Account in accordance with ***Section 502(a)*** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b) of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time Outstanding which are payable from the moneys in said Principal and Interest Subaccounts.

(c) ***Bond Reserve Account***. There shall next set aside and credited monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective Principal and Interest Subaccounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of any such subaccount is below the Bond Reserve Requirement, the Issuer shall make monthly payments into such subaccount so that such subaccount shall again aggregate the Bond Reserve Requirement within twelve (12) months of such deficiency.

(d) ***Debt Service Accounts-Subordinate Lien Indebtedness***. There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Indebtedness, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Indebtedness. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Indebtedness.

(e) ***Depreciation and Replacement Account***. There shall next be paid and credited monthly to the Depreciation and Replacement Account minimum monthly amounts to the end that the Depreciation and Replacement Account will reach the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer for the purpose of: (1) making extraordinary maintenance and repairs to the Utility, (2) making capital improvements in and to the Utility, and (3) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the Depreciation and Replacement Account aggregates the Depreciation and Replacement Account Requirement, no further payments into the Depreciation and Replacement Account shall be required, but if the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall resume and continue

minimum monthly payments into the Depreciation and Replacement Account aggregates the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency.

(f) ***General Obligation Indebtedness***. There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months.

(g) ***Payment to the City***. There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the next required Payment to the City.

(h) ***Improvement Account***. All moneys in the Revenue Fund on each January 1 not required for payment of the Current Expenses and all transfers required by subsections (a) to (f) hereof for the next ninety (90) days shall be credited to the Improvement Account. When the Pre-2014 Bonds are no longer Outstanding, transfers from the Revenue Fund to the Improvement Fund may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

(1) Paying the Current Expenses.

(2) Paying the cost of extending, enlarging or improving the Utility.

(3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by subsections (a) to (g) hereof

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.

(5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.

(6) To make transfers to the Revenue Fund.

(i) ***Deficiency of Payments into Funds and Accounts***. If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer shall withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Utility Indebtedness, from the Bond Reserve Account, and the Improvement Account, sums sufficient to pay the principal of and interest on the Utility Indebtedness as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. 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.

Section 604. 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.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited and shall be adequately secured as provided by the laws of the State.

(b) Moneys held in any Fund or Account other than the Escrow Fund may be invested in accordance with the 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 or Account was established; and provided, further, that Authorized Investments in the Bond Reserve Account shall have an average aggregate weighted term to maturity not greater than five years. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account, other than earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate. All earnings on investments held in the Bond Reserve Account shall accrue to and become a part of the Bond Reserve Account until the amount on deposit in the Bond Reserve Account shall aggregate the Bond Reserve Requirement; thereafter, all such earnings shall be credited to the Principal and Interest Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

(c) The Value of any Fund or Account shall be determined at the end of each calendar month. Such valuation shall also be made in conjunction with redemption of any Utility Indebtedness.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Utility Indebtedness that so long as any of the Utility Indebtedness remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the Utility as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (a) pay the Current

Expenses; (b) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolution; and (d) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.20 on all Parity Indebtedness at the time Outstanding; 1.00 on all Subordinate Lien Indebtedness at the time Outstanding; 1.00 on all General Obligation Indebtedness at the time Outstanding; and 1.00 with respect to the Payment to the City; provided however, in determining the Net Revenues Available for Debt Service, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under the provisions of the Bond Resolution. If in any Fiscal Year, Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the Issuer will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Issuer that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues Available for Debt Service with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

Section 803. Restrictions on Mortgage or Sale of Utility. The Issuer will not mortgage, pledge or otherwise encumber the Utility or any part thereof, nor will it sell, lease or otherwise dispose of the Utility or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Utility which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Utility, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Utility Indebtedness in accordance with the provisions governing repayment of Utility Indebtedness in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Utility as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with ***Article IX*** hereof; or

(d) sell, lease or convey all or substantially all of the Utility to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Utility Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any Utility Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Utility Indebtedness, would not cause the interest payable on such Utility Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the Utility as may be required if it is to operate the Utility; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

Section 804. Insurance. The Issuer will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Utility as would be carried by a privately owned utility with similar property and performing similar functions, insofar as the properties are of an insurable nature; and in the event of loss or damage, the Issuer will use the Net Proceeds of such insurance to reconstruct or replace the damaged or destroyed property, or if such reconstruction or replacement be unnecessary, then such Net Proceeds shall be used in redeeming or paying off Outstanding Utility Indebtedness, in accordance with their call provisions. The Issuer also will carry general liability insurance in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently $500,000.00 per occurrence). In lieu of the foregoing, the Issuer may establish a self-insurance program which will provide substantially the same protection for the Owners.

Section 805. Books, Records and Accounts. As long as any Utility Indebtedness are Outstanding, the Issuer shall keep proper and separate books of records and accounts in which complete and correct entries shall be made showing the Gross Revenues collected for services by the Utility and all sums expended in the operation thereof and all sums deposited in the Funds and Accounts above mentioned and all disbursements, transfers and transactions relating to the Utility as a whole, and to the several components of the Utility separately. The books and accounts shall be kept in accordance with generally accepted accounting principles.

The Utility shall make comparative quarterly reports to the Office of the City Manager relative to Utility incomes, Utility expenses and net income from operations. If any such quarterly report shall disclose that the Issuer will not have available the necessary funds for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use and services of the Utility which will provide adequate funds to meet such requirements.

Section 806. Annual Budget. The Issuer shall prepare an Annual Budget in its customary form estimating anticipated expenditures and income and containing a statement relative to the amounts

of insurance being carried and to be carried. As long as the Pre-2009 Bonds are Outstanding, the Annual Budget shall contain normal budgetary items, including:

(a) An estimate of the receipts from the Utility during the next ensuing Fiscal Year.

(b) A statement of the estimated cost of operating the Utility during the next ensuing Fiscal Year.

(c) A statement of any anticipated unusual expenses for the Utility during the next Fiscal Year.

(d) A statement of any necessary replacements to the Utility which may be anticipated during the next Fiscal Year.

(e) A statement of the amount of principal and interest to be paid on Outstanding Utility Indebtedness and any General Obligation Indebtedness to be paid from Gross Revenues of the Utility during the next Fiscal Year.

(f) A statement of the total estimated expenditures to be made from the Gross Revenues of the Utility during the next Fiscal Year.

(g) A statement of the estimated Net Revenues Available for Debt Service during the next Fiscal Year.

As long as the Pre-2009 Bonds are Outstanding, copies of the Annual Budget shall be mailed to the Underwriter and to the Bond Insurer, if any, within thirty (30) days after the same are received by the Issuer.

Section 807. Annual Audit. The Issuer shall annually cause an audit to be made by an Independent Accountant of the operation of the Utility, which audit shall be open to public inspection and shall be completed within six (6) months after the completion of the Fiscal Year. If the audit shall disclose that proper provision has not been made for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use of services of the Utility which will provide adequate funds to meet all such requirements.

As long as the Pre-2009 Bonds are Outstanding, the audit shall include the following information:

(a) A classified statement of the Gross Revenues received, the expenditures for operation and maintenance, the expenditures for all other purposes, the net Operating Revenues and the amount of any capital expenditures made from such Operating Revenues during the year.

(b) A complete balance sheet of the Fiscal Year's operations, particularly indicating the amount of moneys set aside for the various Funds and Accounts as herein provided for.

(c) A statement showing all Outstanding Utility Indebtedness which have been called, purchased, matured or paid during the year and a statement of all interest thereon paid during the year.

(d) A statement of the number of customers served by the Utility at the end of the year.

(e) A statement of the gross amount of insurance carried on the Utility's properties, showing the names of the insurers, the expiration dates of the policies and the premiums thereon.

(f) A statement by the auditor of any recommendations suggested as to financial procedures and accounting practices employed by the Issuer.

(g) A statement of the Net Revenues Available for Debt Service of the Utility.

(h) A statement of any amounts to be deposited in the Rebate Account.

As long as the Pre-2009 Bonds are Outstanding, copies of such audit shall be mailed to the Underwriter, to the Bond Insurer, if any, and to the Kansas Bank Commissioner within thirty (30) days after the same are received by the Issuer.

As soon as possible after the completion of the annual audit, the Governing Body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the Utility or take such other action as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Owner of any Bond or such Owner's duly authorized attorney, accountant or investment counselor and, the Bond Insurer, if any, shall have the right at all reasonable times during normal business hours to inspect the records, accounts or data relating thereto in accordance with State law.

Section 809. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Utility now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

Section 810. Report on Utility Condition. The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the Utility. Not less than every three (3) years, the Issuer will cause the Consulting Engineers to make an examination and written report on the condition and operation of the Utility, such report to include recommendations as to any changes in such operation deemed desirable. Such report shall also make references to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next consultant's report required by this Section. A copy of such report will be filed with the Clerk.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Prior Lien Bonds. So long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Utility Indebtedness payable out of the Gross Revenues which are superior to the Parity Indebtedness with respect to the lien on the Net Revenues.

Section 902. Parity Indebtedness. The Issuer will not issue any Utility Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Indebtedness unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in the Bond Resolution (unless such Utility Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) *Long-Term Indebtedness*. A certificate signed by the Issuer evidencing that the Debt Service Coverage Ratio for the two (2) Fiscal Years immediately preceding the issuance of such Utility Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including the Utility Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Fiscal Years immediately preceding the issuance of such proposed Utility Indebtedness, the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Utility during said two (2) preceding Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(2) *Short-Term Indebtedness*. A certificate signed by the Issuer evidencing any ***one*** of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) *Interim Indebtedness*. A certificate signed by the Issuer evidencing any ***either*** of the following:

(i) The Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Utility Indebtedness of equal stature and priority is permitted by the laws of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement.

(e) The ordinance and/or resolution authorizing such Utility Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolution.

Additional Utility Indebtedness issued under the conditions hereinbefore set forth shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Utility Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Utility Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Subordinate Lien Indebtedness. Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Indebtedness for any lawful purpose in connection with the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Lien Indebtedness shall be payable out of the Net Revenues Available for Debt Service, provided at the time of the issuance of such Subordinate Lien Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such Utility Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Indebtedness, or of the Issuer is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolution prior to the payment of Debt Service Requirements on Subordinate Lien Indebtedness, the Issuer shall make no payments of Debt Service Requirements on said Subordinate Lien Indebtedness until said default or defaults be cured.

Section 904. Refunding Indebtedness. The Issuer shall have the right, without complying with the provisions of ***Section 902*** hereof, to issue Refunding Indebtedness for the purpose of refunding any of the Utility Indebtedness under the provisions of any law then available, and the Refunding Indebtedness so issued shall enjoy complete equality of pledge as did the Utility Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The Bond Resolution and all of the provisions thereof shall constitute a contract between the Issuer, the Bond Insurer and each of the Owners of Utility Indebtedness, and any such Owner may by suit, action, mandamus, injunction or other proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the Bond Resolution, subject to the limitations of hereinafter set forth; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default, then and in every such case any Owner may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

Anything in the Bond Resolution to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(a) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness` became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolution.

(b) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

second: to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(c) If the principal of all the Subordinate Lien Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Lien Indebtedness which shall have become due and payable (other than Subordinate Lien Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Lien Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Lien Indebtedness` became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Lien Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Subordinate Lien Indebtedness, to the purchase and retirement of the Subordinate Lien Indebtedness and to the redemption of the Subordinate Lien Indebtedness, all in accordance with the provisions of the Bond Resolution.

(d) If the principal of all of the Subordinate Lien Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Lien Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness; and

second: to the payment of the principal of the Subordinate Lien Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Lien Indebtedness over any other Subordinate Lien Indebtedness.

Whenever moneys are to be applied by the Issuer pursuant to the foregoing provisions, such moneys shall be applied at such times, and from time to time, as the Director of Finance, in his or her sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agent in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Director of Finance. Whenever the Director of Finance shall exercise such discretion in applying such moneys, she shall fix the date (which shall be an Interest Payment Date unless she shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Director of Finance shall give such notice as she may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Utility Indebtedness until the same shall be surrendered to the Paying Agent for appropriate endorsement, or for cancellation if fully paid.

In case any proceeding taken by any Owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceedings had been taken. No Owner of any of any Utility Indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of the Bond Resolution 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 Owners of the same class of Utility Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 1002. Limitation on Rights of Owners. No Owner of any Utility Indebtedness shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the

Bond Resolution or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Owners of twenty-five percent (25%) in aggregate principal amount of same class of the Utility Indebtedness then Outstanding shall have made written request to the Issuer, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) the Issuer shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Utility Indebtedness shall have any right in any manner whatsoever to affect, disturb or prejudice the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of the Utility Indebtedness then Outstanding. Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Owner to payment of Debt Service Requirements on any Utility Indebtedness at and after the maturity thereof or the obligation of the Issuer to pay the Debt Service Requirements on each of the Utility Indebtedness issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Utility Indebtedness expressed.

Section 1003. Remedies Cumulative. No remedy conferred 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. 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. 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 shall be restored to their former positions and rights, 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.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Utility Indebtedness.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the 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 Utility Indebtedness 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 or Redemption Price of said Utility Indebtedness 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 Utility Indebtedness, 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 the Bond 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 Utility Indebtedness, 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 Utility Indebtedness, 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 the Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE XII

TAX COVENANTS

Section 1201. 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 Series 2015B Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk 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 Series 2015B Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. 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 Series 2015B Bonds pursuant to ***Article XI*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. 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, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. 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. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Utility Indebtedness 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 Utility Indebtedness 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 Utility Indebtedness;

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

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

(d) reduce the percentage in principal amount of Utility Indebtedness required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or

(e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Indebtedness.

Any provision of the Utility Indebtedness 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 Utility Indebtedness 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 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 Utility Indebtedness 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 Utility Indebtedness or a prospective purchaser or owner of any Utility Indebtedness 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 Bond Insurer and the Owners of the Utility Indebtedness then Outstanding. It shall not be necessary to note on any of the Outstanding Utility Indebtedness any reference to such amendment or modification.

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

Section 1402. 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 Utility Indebtedness, 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 Utility Indebtedness, the amount or amounts, numbers and other identification of Utility Indebtedness, 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 Utility Indebtedness Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Utility Indebtedness 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 Utility Indebtedness which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Utility Indebtedness 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 Utility Indebtedness and that the pledgee is not the Issuer.

Section 1403. 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 and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer 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 1404. Inconsistent Provisions. In case any one or more of the provisions of the Series 2015B Bond Resolution or of the Utility Indebtedness issued hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to the Series 2015B Bond Resolution shall prevail with respect to Parity Indebtedness issued prior in time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of the Series 2015B Bond Resolution shall prevail with respect to any Parity Bond Resolution adopted subsequent to the Series 2015B Bond Resolution, so long as any Parity Indebtedness issued under the Series 2015B Bond Resolution is Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2015B Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. 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 1407. 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 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. 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 April 7, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director
of Law and City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 15-086 (the "Bond Resolution") of the City of Wichita, Kansas, adopted by the Governing Body on April 7, 2015, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: April 7, 2015.

_____
Karen Sublett, City Clerk

JLN\600809.70386\BASICDOCS

EXHIBIT A
(FORM OF SERIES 2015B 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
WATER AND SEWER UTILITY REFUNDING REVENUE BOND
SERIES 2015B

Interest Rate:	**Maturity Date:**	**Dated Date: April 1, 2015**	**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 April 1 and October 1 of each year, commencing October 1, 2015 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2015B Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2015B Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2015B 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 Series 2015B Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2015B 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 any Registered Owner of $500,000 or more in aggregate principal amount of Series 2015B Bonds, by electronic transfer to such Registered 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 Series 2015B 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 SERIES 2015B 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 Series 2015B 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 Series 2015B 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, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Water and Sewer Utility (the "Utility") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2015B 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) _____(facsimile)_____
Mayor

ATTEST:

By _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2015B Bond is one of a series of Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, 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: 0709-087-040115-[___]

(FORM OF REVERSESIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2015B Bonds. This Series 2015B Bond is one of an authorized series of bonds of the Issuer designated "Water and Sewer Utility Refunding Revenue Bonds, Series 2015B," aggregating the principal amount of $38,380,000 (the "Series 2015B Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015B Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015B Bonds (collectively the "Bond Resolution"). The Series 2015B 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. 10-116a, K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., as amended by Charter Ordinance No. 211, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2015B Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2015B Bonds either as to principal or interest. The Series 2015B Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015B Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Outstanding Parity Bonds of the Issuer and any Parity Indebtedness to be issued. ***Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional Utility Indebtedness payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such additional Utility Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.***

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015B Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the Utility, pay the principal of and interest on the Series 2015B Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2015B Bonds, the

rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2015B Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Series 2015B 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 certificate with respect to each date on which the Series 2015B Bonds are stated to mature or with respect to each form of Series 2015B 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 Series 2015B Bonds by the Securities Depository's participants, beneficial ownership of the Series 2015B 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 Series 2015B Bond, as the owner of this Series 2015B Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2015B 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 Series 2015B 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 Series 2015B Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B Bond or Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 _____

JLN\600809.70386\BASICDOCS (03-26-15)

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 Series 2015B Bond has been duly registered in my office according to law as of April 1, 2015.

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 Series 2015B Bond has been filed in the office of the State Treasurer, and that this Series 2015B 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

JLN\600809.70386\BASICDOCS (03-26-15)

RESOLUTION NO. 15-089

A RESOLUTION AMENDING RESOLUTION NO. 10-022 OF THE CITY OF WICHITA, KANSAS.

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 Governing Body, on February 2, 2010, adopted Resolution No. 10-022 of the City of Wichita, Kansas, incorporating an attached Exhibit A, which pertained to additional terms of the City's General Obligation Bonds, Series 799; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain corrections to the Exhibit A attached to Resolution No. 10-022 of the City of Wichita, Kansas.

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

Section 1. **Amendment.** Resolution No. 10-022 of the City of Wichita, Kansas, is hereby amended by replacing its original Exhibit A, in its entirety, with the corrected Exhibit A attached hereto.

Section 2. **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 _____, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 799 BONDS

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

"Bond Ordinance" means Ordinance No. 48-606 of the City, passed by the Governing Body on February 2, 2010, and authorizing and providing for the issuance of the Bonds.

"Original Purchaser" means Piper Jaffray & Co., Minneapolis, Minnesota, the original purchaser of the Bonds.

"Purchase Price" for the Bonds shall be the par value of the Bonds plus accrued interest to the date of delivery, plus a premium of $1,193,080.05.

Maturity Schedule. All of the Bonds shall be become due on the dates and shall bear interest as the rates per annum as follows:

Maturity Date	Maturing Principal	Interest Rate
June 1, 2011	$1,920,000	2.000%
June 1, 2012	1,985,000	3.000
June 1, 2013	2,055,000	3.000
June 1, 2014	2,130,000	3.000
June 1, 2015	2,200,000	4.000
June 1, 2016	2,275,000	3.000
June 1, 2017	2,360,000	4.000
June 1, 2018	2,440,000	4.000
June 1, 2019	2,525,000	4.000
June 1, 2020	2,615,000	4.000

3:56:00 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$49,130,000 General Obligation Refunding Bonds, Series 2015A

The following bids were submitted using ***PARITY®*** and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	Wells Fargo Bank, National Association	1.519117
☐	J.P. Morgan Securities LLC	1.574765
☐	Hutchinson, Shockey, Erley & Co.	1.593156
☐	Morgan Stanley & Co. LLC	1.623165
☐	FirstSouthwest	1.644371
☐	Robert W. Baird & Co., Inc.	1.685298

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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3:56:12 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$39,425,000 Water and Sewer Utility Refunding Revenue Bonds, Series 2015B

The following bids were submitted using ***PARITY®*** and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	Hutchinson, Shockey, Erley & Co.	2.450083
☐	Wells Fargo Bank, National Association	2.559998
☐	Bank of America Merrill Lynch	2.585279
☐	Robert W. Baird & Co., Inc.	2.602260
☐	Morgan Stanley & Co. LLC	2.605449
☐	J.P. Morgan Securities LLC	2.746745

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Water Conservation Rebate Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Authorize the Water Conservation Rebate Program.

Background: A rebate program was offered by the City of Wichita in 2013 and 2014 to provide incentives for utility customers installing water efficient devices and appliances. When originally launched in 2013, the rebate program had a budget of $1 million. Of this amount, $243,744 remains unspent. More than 7,000 items have been rebated through the program. The 2013 program reduced total water usage by 91 million gallons, while last year's program resulted in reductions of another 84 million gallons. This totals 175 million gallons in annual water reductions, which have exceeded the City's targeted conservation goals.

Analysis: Of the total $243,744 that remains unspent, the proposed action would reserve $150,000 to fund two studies directed at long-term conservation. These studies would provide an understanding of future conservation strategies related to industrial water re-use and landscaping alternatives. This would leave $93,744 for future rebates, as of early March.

An extension of the rebate program is proposed. All of the eligibility requirements from the 2014 program would continue. The rebates would be available to those replacing fixtures, not in new construction. Customers would be eligible for up to five rebates, even if they received the maximum number of rebates in each of the last two years. The program would continue until the remaining funds are exhausted. Rebates would be retroactive to January 1, 2015, in order to be fair to those who installed such devices and fixtures in the early part of the year.

Item	Rebate Amount
High Efficiency Toilets	$100
Dishwashers	$100
Clothes Washers	$100
Rain Sensors	$100
Smart Irrigation Controls	$100
High Efficiency Urinals	$100
Rain Barrels	Up to $75
Dual-Flush Converters	Up to $50

The program will be marketed using City7, the City's website, social media, and news briefings. Updates will be provided as the program funding gets closer to being exhausted.

Financial Considerations: The $93,744 in rebate funds would be drawn from the $243,744 in unspent funding from the rebate program, so there is no impact on water rates. In addition, the program will spend funds from the existing Water Conservation Program budget for administration of the program. These funds are already included in the 2015 Adopted Budget. A total of $150,000 would be reserved for water conservation studies that could be considered by the City Council at a later date.

Legal Considerations: There are no legal considerations associated with this action.

Recommendations/Actions: It is recommended that the City Council authorize the Water Conservation Rebate Program.

Attachments: None.

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentives (Figeac Aero North America) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the incentive funding under the Master Agreement (formerly Forgivable Loan Agreement) and necessary budget adjustments, place the Home Rule Ordinance on first reading, adopt the Industrial Revenue Bond (IRB) Resolution of Intent and authorize necessary signatures.

Background: Figeac Aero (Figeac) was founded in 1989 in France as a contractor to the aerospace industry. Figeac has grown through multiple acquisitions and now encompasses multiple facets of aerospace design and manufacturing. Figeac acquired Sonaca NMF, located at 9313 E. 39th Street North in Wichita, in April 2014.

Figeac desires to invest substantially to create its North American headquarters in Wichita. It plans to add 65,000 square feet to its existing building and another 90,000 square foot manufacturing facility on land across the street from its current facility (land to be acquired). Figeac is requesting a Letter of Intent to issue Industrial Revenue Bonds (IRBs) in an amount not to exceed $20,680,000, with a sales tax exemption and a five year 100% property tax abatement on the new facilities and approval of a Master Agreement in the amount of $250,000.

Analysis: Figeac Aero designs, manufactures and assembles subassemblies, structural parts, and engine and precision parts. The Wichita facility currently forms wing skins, frames and extrusions as well as completing peening, anodizing and chemical conversion coating. Figeac occupies approximately 65,000 square feet in Wichita today. Its intent is to add up to an additional 155,000 square feet and make Wichita its North American headquarters. Its current customers include Airbus, Embraer, Eurocopter, Boeing, Bombardier and Spirit. The company has considered other locations in Mexico, North Carolina and Louisiana.

The company plans to invest almost $21,000,000, add 200 new jobs to the existing 40 jobs and pay an average annual wage of $39,250. The company also pays for 50% of the employees' health insurance and additional benefits.

Job Creation

Year	Jobs
1	50
2	35
3	35
4	35
5	45
Total	200

Capital Investment

Land and Improvements	$ 810,000
Real Property Improvements	$ 12,870,000
Machinery and Equipment	$ 7,000,000
Total Investment	$ 20,680,000

The Sedgwick County Commission approved a $250,000 forgivable loan through a Master Agreement in December of 2014. The State of Kansas has also committed $500,000. The funds are intended to offset the land purchase price. Loan principal will be forgiven in equal annual installments at the end of each year, provided that the employment and wage commitments set forth in the agreement have been met. The City's funding will be secured through a mortgage on the land, which would allow the City to foreclose in the event of nonperformance by the company.

Financial Considerations: The proposed $250,000 funding for the Master Agreement to Figeac will be provided from funds budgeted in the Economic Development Fund for economic development incentives.

As required by the City-County Economic Development Incentive Policy, Wichita State University's Center for Economic Development and Business Research has calculated the return-on-investment for the proposed project, resulting in the following ratios of benefits-to-costs:

City of Wichita	1.75 to one
General Fund	1.30 to one
Debt Service	3.30 to one
Sedgwick County	1.46 to one
USD 375	1.84 to one
State of Kansas	14.36 to one

The existing facility is appraised at $3,043,860, which generates $102,100 in total property taxes annually for all taxing jurisdictions. The existing property occupied by Figeac will generate $91,750 in revenue to the City's General Fund and $32,485 to the City's Debt Service Fund during the five year abatement period, based on current mill levies.

After the five year exemption period, the new improvements would generate an estimated $82,470 annually for the General Fund and $29,196 for the Debt Service Fund.

Legal Considerations: The Law Department has approved the attached Master Agreement (Forgivable Loan) and the attached Home Rule Ordinance and Resolution as to form. The City's exercise of home rule authority is necessary to provide the cash incentive, which requires the adoption of an ordinance for approval.

Recommendations/Actions: It is recommended that the City Council approve the incentive funding under the Master Agreement (formerly Forgivable Loan Agreement) and necessary budget adjustments, place the Home Rule Ordinance on first reading, adopt the Industrial Revenue Bond (IRB) Resolution of Intent and authorize necessary signatures.

Attachments: Master Agreement
Home Rule Ordinance
IRB Resolution of Intent
State of Kansas Letter of Support

OCA 028001

(PUBLISHED IN THE WICHITA EAGLE ON APRIL 17, 2015)

ORDINANCE NO. 49-976

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT BY AND BETWEEN FIGEAC AERO NORTH AMERICA AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "City") is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a Master Agreement, conditioned on local job creation and retention, to assist Figeac Aero North America in expanding its manufacturing and distribution facility located in Wichita, Kansas,

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

Section 1. Findings and Approval of Forgivable Loan. The City's Governing Body hereby finds that providing a grant described in the Master Agreement in the amount of $250,000, to Figeac Aero North America, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Master Agreement. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Master Agreement presented herewith, by and between Figeac Aero North America, as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Master AGreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 14th day of April, 2015.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
And Director of Law

Gilmore & Bell, P.C.
03/24/2015

RESOLUTION NO. 15-087

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN EXPANSION TO AN EXISTING MANUFACTURING FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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 of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of an expansion to an existing manufacturing facility (the "Project") to be located in the City and to be leased by the City to Figeac Aero North America, Inc., a Delaware corporation qualified to do business in the State of Kansas (the "Tenant").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $20,680,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental

approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Property Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. The Governing Body hereby conditionally approves an 100% ad valorem property tax exemption on the Bond-financed property for a five year term, subject to the Tenant's ongoing compliance with the City's Economic Development Incentive Policy. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2017, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 7, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on April 7, 2015, as the same appears of record in my office.

DATED: April 7, 2015.

_____
Karen Sublett, City Clerk

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JLN\600809.70388\RESOLUTION OF INTENT

MASTER AGREEMENT

This Master Agreement ("Agreement"), effective as of _____, 2015, is entered into by the following parties:

City of Wichita: City of Wichita
455 N. Main
Wichita, Kansas 67202
Attn: Robert Layton, City Manager
Phone: 316-268-4351
Email: rlayton@wichita.gov

Company: Figeac Aero North America Inc.
9313 E. 39th Street North,
Wichita, KS, 67226
Attn: Jean-Claude Maillard C/O Hocine Benaoum
Phone: (316) 634-2500
Email: jean-claude.maillard@figeac-aero.com

Recitals

A. City of Wichita has determined that an economic emergency or unique opportunity exists that warrants funding to secure economic benefits or avoid or remedy economic losses.

B. Company requested that the City of Wichita provide funding pursuant to this Agreement to be used exclusively to fund the purchase of Real Property (the "Project") near the Company's facility at 9313 E. 39th Street North, Wichita, Kansas (the "Facility").

C. To induce the City of Wichita to authorize the expenditure of funds described in this Agreement, the Company represents to the City of Wichita that but for the provision of funding provided in this Agreement the Company would not undertake the development of the Project in Sedgwick County, Kansas.

D. The City of Wichita has authorized an expenditure of $250,000 for the purpose of funding the Project under the terms and conditions of this Agreement.

Funding Terms

1. The Development Fund.

1.1 Amount. Subject to the terms and conditions of this Agreement, the City of Wichita agrees to fund to the Company the principal sum of $250,000 (the "Fund") for the Project. The entire Fund remains subject to repayment to the City of Wichita at the end of the Term with Interest, until the Fund becomes vested as provided in this Agreement and repayment is waived.

1.2 Term. The term for fully vesting the Fund is ten (10) years (the "Term") commencing the Disbursement Date and ending ten (10) years after the Disbursement Date (the "Maturity Date").

1.3 Interest Rate. Interest will accrue from the Disbursement Date at a rate of five percent (5%) per annum, compounded annually on the unvested balance of the Fund until vested, forgiven or refunded.

1.4 Refund. Company may prepay or refund any amount due the City of Wichita under this Agreement at any time without penalty. All payments will be applied first to any fees or penalties, then to interest and then to the Fund. A final payment of the entire unvested principal of the Fund, accrued interest, and all other amounts due under this Agreement, after taking into account all Fund vesting pursuant to Section 2, will be due on the Maturity Date.

2. Company Employment Targets; Vesting of Fund.

2.1 Company Employment Targets. Company will create and maintain the minimum employment level of new Full-Time Equivalent Jobs (the "Job Commitment") at the Facility at the end of each of the years in the Term and will achieve the wage commitment (the "Wage Commitment") for such period as shown on Exhibit 2.1.

A. For purposes of this Agreement, the number of Full-Time Equivalent Jobs will be measured based on the first payroll period that ends in January in each of the measurement years, beginning with January 2017 (each a "Measurement Date").

B. A "Full-Time Equivalent Job" means:

i. One employee located at the Facility who met Company's definition of a full-time employee, including benefit eligibility requirements, during such payroll period; or

ii. Two or more employees located at the Facility who combined to work the average number of weekly hours needed to meet Company's definition of a full-time employee during such payroll period including benefit eligibility requirements.

C. For purposes of the Agreement, achievement of the Wage Commitment will be measured on each Measurement Date by the average annual salary, excluding overtime, of the Full-Time Equivalent Jobs and will be calculated by multiplying the average hourly wage of the Full-Time Equivalent Jobs as of such payroll by 2080.

D. The Company has represented that its base line employment (Full-Time Equivalent Jobs) at the Facility from which the job growth will be measured is 46 jobs with a per hour wage of $20.07 and an average annual wage of $41,739.

2.2 Fund Vesting

A. For purposes of this Agreement, an "Installment" is equal to the original principal balance of the Fund divided by the number of years in the Term.

B. On each Measurement Date, if Company has achieved the required Job Commitment and Wage Commitment then an amount equal to an Installment plus any accrued interest on such Installment, will be vested and repayment waived.

C. If, on a Measurement Date, Company fails to achieve either the Job Commitment or Wage Commitment, the Installment amount to be vested and repayment waived will be the lesser of:

i. An amount equal to multiplying the Installment for such year by the percentage by which the number of Full-Time Equivalent Jobs satisfies the Job Commitment (not to exceed 100%). For example, if the Full-Time Equivalent Jobs as measured for Year 2 achieved ninety percent (90%) of the Job Commitment for that year, ninety percent (90%) of the Installment (and any Interest thereon) would be vested and repayment waived; or

ii. An amount equal to multiplying the Installment for such year by the percentage by which the actual annual salary, as calculated above, satisfied the Wage Commitment (not to exceed one hundred percent (100%)). For example, if the wages for Year 2 achieved eighty percent (80%) of the Wage Commitment for that year, eighty percent (80%) of the Installment (and any Interest thereon) would be vested and repayment waived.

iii. In this example, since the Wage Commitment achievement percentage was less than the Job Commitment achievement percentage, eighty percent (80%) (the lesser amount) would be vested and waived.

3. Fund Repayment Obligation and Security for the Fund Repayment Obligation. Company's obligation to repay the unvested portion of the Fund plus Interest will be evidenced by the Fund Repayment Obligation Commitment in the form attached hereto as Exhibit 3. The Fund Repayment Obligation will be secured by a first priority mortgage lien on the land in the form of the Mortgage attached as Exhibit 3.1. The Sedgwick County Commission will have a general mortgage on the land that is *pari passu* with the City of Wichita mortgage.

4. Company Covenants.

4.1 Use of Proceeds. Company will use the proceeds from the Fund exclusively to pay for the purchase of land as set forth on Schedule 4.1.

4.2 Insurance. Company will at all times maintain (at its own expense) with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage by fire, casualty and any other hazards normally insured against, naming the City of Wichita as an additional Insured, in an amount sufficient to pay all indebtedness to lien holders and other parties with an interest in the property and to pay the City of Wichita the entire outstanding principal balance and accrued interest on the unvested portion of the Fund. Upon the request of the City of Wichita, Company will deliver to the City of Wichita certificates of insurance summarizing the insurance policies and reflecting Company as an additional insured party.

4.3 Related Contracts. Upon the request of the City of Wichita, Company will provide copies of all contracts entered into by Company for the activities covered by the Fund including without limitation, any purchase or lease agreements related to the Facility.

4.4 Financial Management. Company will keep and maintain monthly accounting records related to the Facility and its operations in a manner consistent with the financial projections provided to the City of Wichita and in conformity with generally accepted accounting principles (GAAP), including statements of revenue and expense, payroll, capital expenditures, assets, liabilities, and tax (including income, payroll, and property) compliance, and make such accounting records and all related reports, files, documents, and other papers pertaining to the Fund available for audits, examination, copying and monitoring by the City of Wichita. Company will clearly establish records of budgets and expenditures for activities funded by the Fund. The records required hereby will be maintained for the term of this Agreement plus a period of three (3) years after the termination or expiration of this Agreement.

4.5 Monitoring. Company will cooperate with and facilitate random inspections and audits performed by the City of Wichita or the City of Wichita's representative to ensure compliance with this Agreement and accountability for the Fund expenditures and examine the status of any Collateral and any other assets acquired with the Fund proceeds.

4.6 Reporting. Within sixty (60) days following a Measurement Date, Company will provide the City of Wichita copies of all government or other official reports for the Facility since the last Measurement Date setting forth the number of Full-Time Equivalent Jobs as defined in Section 2 above, compliance with the Jobs Commitment, the average annual salary as calculated in accordance with Section 2 above, compliance with the Wage Commitment, and accounting or other formal records of capital investment for the most recent report period and accumulated since the beginning of the Term.

4.7 Indemnification. Company will indemnify, defend, and hold harmless the City of Wichita and its officers and employees from any liabilities, claims, suits, judgments, and damages, including costs and attorneys' fees, arising out of any action or inaction of Company or any affiliate or related party of Company; and the execution, delivery or performance by Company, the City of Wichita or any other party of the terms of this Agreement, including as a result of the performance of the obligations under this Agreement by the Company or any party in a relationship with Company as a result of this Agreement. This Section 4.7 will survive the expiration or earlier termination of this Agreement.

4.8 Compliance with Law. Company will operate in full compliance with applicable federal, state, and local laws.

4.9 Notice of Material Events. Company will furnish to the City of Wichita prompt written notice of the following:

A. The occurrence of any Default;

B. Receipt of any notice of any governmental investigation or any litigation or proceeding commenced or threatened against Company that (i) seeks damages in excess of fifty percent (50%) of the Fund, (ii) seeks injunctive relief, (iii) alleges criminal misconduct by any Company, (iv) alleges the violation of any law regarding, or seeks remedies in connection with, any Environmental Laws, or (v) contests any tax, fee, assessment, or other governmental charge in excess of fifty percent (50%) of the Fund;

C. Any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of an Authorized Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

For purposes of this section, "Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of Company, (b) the ability of a Company to perform any of its obligations under the Fund Documents to which it is a party, or (c) the rights of or benefits available to the City of Wichita hereunder.

4.10 Corporate Existence and Maintenance of Property. Company will do or cause to be done all things necessary or appropriate to preserve and keep in full force and effect and in good standing its corporate existence, its authority to continue to do business in Kansas and conduct its operations and its rights and franchises now or hereafter possessed. Company will preserve and maintain its property and assets used or useful in the conduct of its business and cause the same to be kept in good repair, working order, and condition.

4.11 Location of Records and Property. The Company's books and records will be maintained at the Facility and will not be changed by the Company.

5. Default; Remedies.

5.1 Event of Default. Any of the following will constitute an "Event of Default":

A. Default in the payment or performance of any liability or obligation of Company to the City of Wichita;

B. Company ceases to operate the Facility;

C. Company fails to perform or observe any term or covenant of this Agreement, including the covenants contained in Section 9 hereof, or achieve any performance metric otherwise agreed to in writing between Company and the City of Wichita;

D. Default by Company under any other document or agreement between Company and the City of Wichita;

E. Company fails to observe or perform any other agreement or condition relating to any indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such indebtedness to be made, prior to its stated maturity;

F. Dissolution, termination of existence, insolvency, business failure, or appointment of, or application for the appointment of, a receiver of any part of the property of Company, or the service of any order of attachment, garnishment, or the existence or making or issuance of any tax lien or similar process on or with respect to any property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws, by or against, Company ;

G. City of Wichita determines in good faith that the prospect of any payment required by this Agreement is impaired;

H. Company fails to achieve at least an average of ninety percent (90%) of the Full-Time Equivalent Job Commitment (the "Minimum Threshold Job Commitment") or ninety percent (90%) of the Wage Commitment (the "Minimum Wage Commitment") over the Term. If during the Term, it becomes apparent to the City of Wichita that Company cannot achieve the Minimum Job Commitment or the Minimum Wage Commitment over the remainder of the Term, then the City of Wichita may declare an Event of Default without waiting to the end of the Term.

5.2 Remedies.

A. If Company ceases to operate the Facility during the Term or is in Default by reason of Section 5.1.C, Company will repay the entire outstanding principal amount of the Fund, regardless of any prior vesting *plus* interest including any previously waived pursuant to Section 2 *plus* interest penalties equal to twelve percent (12%) per annum compounded annually calculated for the entire Fund amount for the entire Term.

B. If Company uses any Fund proceeds other than as permitted by this Agreement, the entire Fund proceeds will be repaid along with interest at a rate of twenty-five (25%) per annum compounded annually from the Disbursement Date until the date of repayment.

C. If an Event of Default occurs other than those described in Sections 5.1.A, 5.1.B or 5.1.C, then Company will repay the entire unvested Fund balance *plus* interest penalties equal to twelve percent (12%) per annum compounded annually from the Disbursement Date until the date of repayment calculated with respect to the unvested Fund balance, and if the Event of Default arises under Section 5.1.I, the amount of the unvested Fund balance will be recalculated for each year based on the Term average.

D. If any Event of Default occurs and is continuing, City of Wichita may declare the unvested amounts of the Fund, all accrued interest, and all other amounts owing and payable hereunder to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by Company. In addition, City of Wichita may proceed to protect and enforce its rights by suit in equity, or by action at law, or by other appropriate proceedings.

E. If Company fails to pay when due the principal of, or interest on, the Fund, or fails to comply with any other provision of this Fund Agreement or the documents referenced herein, Company will pay City of Wichita, to the extent permitted by law, City of Wichita's costs and expenses, including but not limited to reasonable attorneys' fees, incurred in collecting any sums due on or on account of the Fund or in otherwise enforcing any of its rights.

6. Miscellaneous.

6.1 Interest Rate Limitation. No provision of this Agreement will require or permit collecting of interest in excess of the maximum permitted by law. If any excess of

interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, the provisions of this Section 6.1 will govern, and neither Company nor Company's successors or assigns will be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. If an excess should be collected, it will be construed as a mutual mistake of the parties, and the excess will be credited to principal. In the event that all amounts under this Agreement have been repaid, Company will be entitled to a refund of the excess amount collected.

6.2 **Amendment**. This Agreement may not be modified except in a writing signed by the parties.

6.3 **No Assignment**. Company may not assign this Agreement without the City of Wichita's prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

6.4 **Waiver**. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

6.5 **Successors and Representatives**. This Agreement binds and inures to the benefit of the parties and their respective heirs, representatives, successors, and (where permitted) assigns.

6.6 **Notices**. All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth on the first page of this Agreement or at whatever other address the party specifies in writing. Notice may be given by United States mail or by overnight delivery by a reputable delivery service. Notice may not be given electronically. All notices hereunder shall be deemed to be received three (3) days after being deposited in the U.S. mail addressed to either party hereto or the next day if sent by overnight delivery.

6.7 **Severability**. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

6.8 **Headings**. Headings are for convenience only and do not affect the interpretation of this Agreement.

6.9 Applicable Law. Kansas law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

6.10 Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. Such executions may be transmitted to the parties by facsimile or by email or other electronic transmission, which will have the full force and effect of an original signature.

7. Notice to Company. This Fund Agreement and the other documents provided for herein are a final expression of the parties with respect to the Fund. This written Agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Company and the City of Wichita. Each party hereto acknowledges that sufficient space has been provided herein and in all other documents for the placement of nonstandard terms.

8. Cash Basis and Budget Laws. The right of the City of Wichita to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1112 and 10-1113), the Budget Law (K.S.A. § 79-2935), and other laws of the State of Kansas. This Agreement will be construed and interpreted so as to ensure that the City of Wichita will at all times stay in conformity with such laws, and as a condition of this Agreement the City of Wichita reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

9. Equal Opportunity and Affirmative Action. In carrying out this Agreement, Company shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. § 44-1001 *et seq*.

9.1 Company shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry.

9.2 In all solicitations or advertisements for employees for the Facility, Company shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission.

9.3 If Company fails to comply with the provisions of K.S.A. § 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Company shall be deemed to have breached this Agreement and it may be canceled, terminated, or suspended, in whole or in part, by the Commission.

9.4 If Company 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, Company shall be deemed to have breached this Agreement and it may be canceled, terminated, or suspended, in whole or in part, by the Commission.

9.5 Company shall include the provisions of Sections 9.1 through 9.4 in every subcontract or purchase order directly related to the expenditure of the Fund at the Facility so that such provisions will be binding upon such subcontractor or vendor.

10. Waiver of Jury Trial. **IN THE EVENT OF ANY DISPUTE BETWEEN COMPANY AND THE CITY OF WICHITA RELATED IN ANY WAY TO THIS AGREEMENT WHICH BECOMES THE SUBJECT OF ANY JUDICIAL PROCEEDING IN ANY COURT OF LAW, COMPANY AND THE CITY OF WICHITA HEREBY EACH WAIVE ANY RIGHT WHICH THEY MAY RESPECTIVELY HAVE TO A TRIAL BY JURY.**

11. Venue and Jurisdiction. **COMPANY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF U.S. FEDERAL COURT SITTING IN KANSAS OR ANY KANSAS STATE COURT SITTING IN SEDGWICK COUNTY, KANSAS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FUND DOCUMENTS, AND COMPANY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE CITY OF WICHITA TO BRING PROCEEDINGS AGAINST ANY COMPANY IN THE COURTS OF ANY OTHER JURISDICTION**.

12. **USA Patriot Act**. The City of Wichita hereby notifies the Company that pursuant to the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2002)) (the "Act"), City of Wichita is required to obtain, verify, and record information that identifies each Company, which information includes the name and address of such Company and other information that will allow the City of Wichita to identify the Company in accordance with the Act.

13. Expenses. Company agrees to pay all filing and recording fees and all out-of-pocket expenses, including reasonable attorneys' fees, incurred by the City of Wichita in connection with the preparation, closing and amendment of this Agreement and, to the

extent allowed by law, the enforcement of the rights of the City of Wichita in connection with this Agreement and all Fund Documents executed and delivered pursuant hereto and in connection with any amendment, extension or renewal thereof, or waivers thereunder.

The parties have executed this Master Agreement as of the date first written above.

CITY OF WICHITA

City of Wichita

By: _____
Name: Carl Brewer
Title: Mayor

ATTEST:

_____
Name: Karen Sublett
Title: City Clerk

APPROVED AS TO FORM:

_____
Name: Sharon L. Dickgrafe
Title: Interim Director of Law and City Attorney

COMPANY

Figeac Aero North America Inc.

By: _____
Name: Jean-Claude Maillard
Title: P.D.G.

List of Exhibits and Schedules

Exhibit 1.2	Conditions Precedent to the City of Wichita's Funding
Exhibit 2.1	Company Employment Targets
Exhibit 3	Form of Fund Repayment Obligation Commitment
Exhibit 3.1	Form of First Mortgage
Schedule 4.1	Land Legal Description

EXHIBIT 1.2

CONDITIONS PRECEDENT TO THE CITY OF WICHITA'S FUNDING

1. Company will provide the City of Wichita with a certificate of good standing (not less than thirty (30) days old as of the Closing Date) from the Secretary of State or other evidence satisfactory to the City of Wichita, in the City of Wichita's sole discretion, that Company is duly incorporated, in good standing in its state of incorporation or organization, and authorized to do business in the State of Kansas.

2. Company shall have provided the City of Wichita with a certificate executed by the Chief Executive Officer of Company ("CEO") wherein the CEO and the Company represent to the City of Wichita that but for the provision of funding as provided in this Agreement the Company would not undertake the development of the Project in Sedgwick County, Kansas.

3. Company will provide the City of Wichita a Secretary's Certificate of Company certifying:

   a. Copies of Company's Articles of Incorporation or Organization and bylaws, or similar constituent document;

   b. That Company's Boards of Directors or similar organizations are authorized to execute the Fund Documents;

   c. The incumbency of the officers of Company and that the person executing this Agreement and any supporting documents is authorized to act on behalf of the Company in this transaction.

4. Company will have executed and delivered to the City of Wichita all the documents necessary to document this Fund transaction including the Fund Repayment Obligation Commitment

5. Company shall not have experienced, in the sole judgment of the City of Wichita, any material adverse change in the conduct of their business, operations, financial condition or otherwise since January 1, 2015.

6. The City of Wichita shall have received all fees due and payable to it, including its legal fees and expenses incurred in connection with this Agreement.

7. The City of Wichita shall have received such other documents as the City of Wichita or its counsel may have reasonably requested.

8. Company is not in default on any material obligation of Company.

9. Company shall have provided the City of Wichita with all due diligence information requested by the City of Wichita (including Company and parent company financial statements), which information, together with any independent due diligence done by the City of Wichita, will be satisfactory to the City of Wichita in its sole and absolute discretion.

EXHIBIT 2.1
Company Employment Targets

Year	New Full-Time Equivalent Jobs	Per Hour Wage (excluding overtime)	Average Wage	Total Wages
1	50	$19.00	$39,520	$1,976,000
2	35	$19.57	$40,706	$1,424,710
3	35	$20.15	$41,927	$1,467,445
4	35	$20.76	$43,185	$1,511,475
5	45	$21.38	$44,480	$2,001,600

EXHIBIT 3

Form of Fund Repayment Obligation Commitment
FUND REPAYMENT OBLIGATION COMMITMENT

_____, 2015 $250,000

FOR VALUE RECEIVED, Figeac Aero North America Inc. ("Company") promises to pay to the order of the City of Wichita ("COW"), at its office located at 455 N. Main, Wichita, Kansas 67202, the principal sum of Two Hundred Fifty Thousand Dollars ($250,000) or such lesser amount of aggregate unpaid principal amount of the Fund advanced by the COW to Company under the Master Agreement hereinafter mentioned together with fees and all other amounts due with interest on the principal amount of the Advance from time to time outstanding hereunder at the rates, and payable in the manner and on the dates specified in said Master Agreement.

This Fund Repayment Obligation Commitment is the Fund Repayment Obligation Commitment referred to in, and issued under, that certain Master Agreement of even date herewith among Company and the COW (the same may be modified, amended, extended or restated from time to time, the "Master Agreement") and this Fund Repayment Obligation Commitment and the holder hereof are entitled to all of the benefits provided for thereby or referred to therein. All defined terms used in this Fund Repayment Obligation Commitment, except terms otherwise defined herein, shall have the same meaning as such terms have in the Master Agreement.

Prepayments may be made on the Advance evidenced hereby and this Fund Repayment Obligation Commitment (and the Advance evidenced hereby) may be declared due prior to the expressed maturity thereof, all in the events, on the terms and in the manner as provided for in said Master Agreement.

All agreements between Company and the COW, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of any of the commitment hereunder or otherwise, shall the amount contracted for, charged, received, reserved, paid or agreed to be paid to or for the benefit of the COW for the use, forbearance, or detention of the funds advanced hereunder or otherwise, or for the performance or payment of any covenant or obligation contained in any document executed in connection herewith (all such documents being hereinafter collectively referred to as the "Fund Documents"), exceed the maximum lawful rate or amount of interest permissible under applicable law (the "Highest Lawful Rate"), it being the intent of Company and the COW in the execution hereof and of the Fund Documents to contract in strict accordance with applicable usury laws. If, as a result of any circumstances whatsoever, performance by Company of any provision hereof or of any of such documents, at the time performance of such provision shall be due, shall involve exceeding the limits of applicable usury laws or result in the COW having or being deemed to have contracted for, charged, reserved or received interest (or amounts deemed to be interest) in excess of the Highest Lawful Rate to be so contracted for, charged, reserved or received by the

COW, then, the obligation to be performed by Company shall be reduced to the legal limit of such performance, and if, from any such circumstance, the COW shall ever receive interest or anything which might be deemed interest under applicable law which would exceed the Highest Lawful Rate, such amount which would be unlawful interest shall be refunded to Company or, to the extent (i) permitted by applicable law and (ii) such unlawful interest does not exceed the unpaid principal balance of the Fund Repayment Obligation Commitment and the amounts owing on other obligations of Company to the COW under any Fund Document applied to the reduction of the principal amount owing on account of the Fund Repayment Obligation Commitments or the amounts owing on other obligations of Company to the COW under any Fund Document and not to the payment of interest. All interest paid, or agreed to be paid, to or for the benefit of the COW shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period of the commitment hereunder until payment in full of the principal of the commitment hereunder (including the period of any renewal or extension thereof) so that the interest on account of the commitment hereunder for such full period shall not exceed the highest amount permitted by applicable law.

The undersigned hereby expressly waives diligence, presentment, demand, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and notice of any other kind.

This Fund Repayment Obligation Commitment is governed by and shall be construed in accordance with the internal laws of the State of Kansas.

COMPANY

Figeac Aero North America Inc.
9313 E. 39th Street North,
Wichita, KS 67226
Attn: C/O Hocine Benaoum

By: _____
Name: Jean-Claude Maillard
Title: P.D.G

<u>EXHIBIT 4.1</u>
Land Legal Description

THAT PART LOT 1 BEG SE COR TH W 175FT SW 103.8 FT W N 389.49 FT E 692.01 FT TO NE COR S 91.08 FT SWLY 103.08 FT S 175 FT TO BEG BLOCK 1 TOBEN 3RD ADD

MORTGAGE

THIS MORTGAGE (the "Mortgage") is made and entered into this ____ of _____, 2015, by and between Figeac Aero North America Inc. ("Mortgagor") and the City of Wichita, a Kansas municipal corporation ("Mortgagee").

In consideration of the promises, covenants, obligations and terms set forth herein, the receipt and sufficiency of which are hereby acknowledge by both parties, the parties hereby covenant and agree as follows:

1. Property. Mortgagor does hereby mortgage, warrant, assign, grant, and convey unto Mortgagee, its successors, heirs, and assigns, all of the following real estate commonly known as the undeveloped eastern portion of the 9300 block of East 39th Street North, Sedgwick County, Kansas, and more specifically described as:

See Exhibit A

together with all improvements, easements, rights-of-way, tenements, hereditaments, appurtenances, fixtures and buildings pertaining to the above-described property now existing and/or hereafter acquired with respect to said property (collectively the "Property").

2. Security. This Mortgage is given to secure the payment of and Mortgagor's performance under: (i) a Fund Repayment Obligation Commitment dated of even date herewith, executed and delivered by Mortgagor to Mortgagee in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), with interest on the unpaid principal balance until paid, payable in accordance with the terms thereof and all renewals, extensions, modifications, and substitutions thereof ("Obligation"); and (ii) this Mortgage, including all other sums advanced by Mortgagee pursuant to the terms of this Mortgage to protect the security of this Mortgage or any other agreement between Mortgagor and Mortgagee, and any and all future advances which Mortgagee may, at its sole option, make to Mortgagor.

3. Maximum Amount of Indebtedness. Notwithstanding any provision to the contrary contained herein, the principal amount of indebtedness secured hereby (excluding any interest, penalty charges, costs and fees that may arise pursuant to the terms of this Mortgage) shall never exceed Two Hundred Fifty Thousand Dollars ($250,000).

4. Title. Mortgagor covenants that it is lawfully seized of fee simple title to the Property; has good right to sell, mortgage, and convey the Property; that the Property is free from all liens and encumbrances; and Mortgagor warrants and agrees to defend the title thereto against the claims or demands of all persons whomsoever.

5. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal and interest on the debt evidenced by the Obligation, and all other sums secured by this Mortgage.

6. Taxes; Liens. Mortgagor shall pay on or before the due date all taxes, assessments, charges, fines, impositions, liens, claims and charges attributable to the Property, the nonpayment of which could result in a lien against the Property, and shall cause this Mortgage to remain a valid and enforceable first lien on all of the Property (but *pari passu* with a similar Sedgwick County mortgage of $250,000).

7. Insurance. Mortgagor agrees to maintain policies of fire, tornado, windstorm, flood, and extended coverage insurance upon the buildings and improvements now or hereafter situated on the Property, in companies, forms, and amounts and with mortgage clauses satisfactory to Mortgagee, and showing Mortgagee as an additional named insured.

8. Preservation, Maintenance and Protection of the Property. Mortgagor shall not rent or lease the property to any tenant without the prior written consent of Mortgagee. Mortgagor shall maintain, or ensure that the Property is maintained, at all times. Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property, and shall promptly repair, restore, replace, or rebuild any part of the Property which may be damaged or destroyed. Mortgagor shall neither remove nor permit to be removed any buildings from the Property without Mortgagee's prior written consent, and shall neither use nor permit use of the Property for any unlawful purpose. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair Mortgagee's lien and security interest.

9. Untrue Material Statement by Mortgagor. Mortgagor shall also be in default if Mortgagor made to Mortgagee any oral or written material misstatements, inaccuracies, omissions, untrue representations or untrue warranties in connection with the Obligation or Mortgage.

10. Compliance With Laws; Zoning. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof. If under applicable zoning provisions the use of all or any portion of the Mortgaged Property is or shall become a nonconforming use, Mortgagor will not cause or permit such nonconforming use to be discontinued or abandoned without the express written consent of Mortgagee.

11. Defense of Claims. Mortgagor will notify Mortgagee promptly in writing of the commencement of any legal proceedings affecting the Property, or any part thereof, and will take

such action as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby.

12. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee to be applied against the sums secured by this Mortgage. Any application of proceeds to principal shall not extend or postpone the due date of the monthly payments under the Obligation or change the amount of such payments. Any proceeds of a condemnation award in excess of the remaining amounts owed by Mortgagor to Mortgagee under the Obligation or pursuant to this Mortgage and secured by this Mortgage shall be paid by Mortgagee to Mortgagor.

13. Hazardous Materials. Mortgagor covenants that the Property shall be kept free of Hazardous Materials except as may be in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, and neither Mortgagor nor any occupant of the Property shall use, transport, store, dispose of, or in any manner deal with Hazardous Materials on the Property, except in compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, and administrative and judicial orders and decrees. Mortgagor shall comply with, and ensure compliance by all occupants of the Property with, all applicable federal, state, and local laws, ordinances, rules, regulations, and administrative and judicial orders and decrees, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules, regulations, or administrative or judicial orders or decrees. Mortgagor shall at its cost conduct and complete all investigations, studies, sampling, and testing, and all removal and remedial actions necessary to clean up and remove all Hazardous Materials from the Property in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and administrative and judicial orders and decrees. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, asbestos, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a pollutant, contaminant, or a hazardous or toxic substance or material by any federal, state, or local law, ordinance, rule, regulation, or administrative or judicial order or decree. The obligations and liabilities of Mortgagor under this paragraph shall survive any entry of a judgment of foreclosure or the delivery of a deed in lieu of foreclosure of this Mortgage.

14. Transfer of the Property or a Beneficial Interest in Mortgagor. Mortgagor shall not transfer all or any part of the Property or any interest therein; provided, however, Mortgagor may lease the Property to Mortgagee pursuant to a site lease and lease the Property from Mortgagee pursuant to a financing lease in connection with the issuance of industrial revenue bonds by Mortgagee to finance all or a portion of the Property.

15. Protection of Mortgagee's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, then Mortgagee may, but shall not be required to, take whatever action is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying taxes or insurance premiums, paying any sums secured by a lien which has priority over this Mortgage, and entering on the Property to maintain the Property or make repairs. Any amounts disbursed by Mortgagee under this

paragraph shall become additional debt of Mortgagor secured by this Mortgage, shall bear interest from the date of disbursement at the rate of ten percent (10%) per annum, and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

16. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property, provided that Mortgagee is given prior notice of such that is reasonable under the circumstances.

17. Default; Acceleration. In the event (i) the title of Mortgagor to the Property shall become the subject matter of litigation, and such litigation would or might, in Mortgagee's opinion, upon final determination, result in substantial impairment or loss of the security provided in this Mortgage and, upon notice by Mortgagee to Mortgagor, such litigation is not dismissed within thirty (30) days of such notice; (ii) Mortgagor shall become insolvent or files a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Mortgagor and is not dismissed within thirty (30) days after being filed, or Mortgagor makes a general assignment for the benefit of Mortgagor's creditors, or a trustee or receiver is appointed for all or substantially all of Mortgagor's assets; or (iii) Mortgagor defaults under any agreement or covenant contained in the Obligation or this Mortgage; Mortgagee may declare all sums secured by this Mortgage to be immediately due and payable, may foreclose this Mortgage as provided by law, and/or seek any other legal or equitable remedy available. Mortgagor agrees to pay all expenses and costs incurred by Mortgagee due to a default, including but not limited to reasonable attorneys= fees, title search fees, court costs. Each and every right, power, and remedy herein given to Mortgagee shall be cumulative and not exclusive, and the exercise, delay or omission by Mortgagee of any such right, power, or remedy shall not be deemed a waiver of any concurrent or future right to exercise any other right, power, or remedy.

18. Entry Upon Mortgaged Property. During the continuance of any event of default of this Mortgage, Mortgagee's agents may enter into and upon all or any part of the Property and may exclude Mortgagor, its agents and employees wholly therefrom, and having and holding the same, may use, operate, manage, and control the Property and conduct the business thereof by their superintendents, managers, agents, employees, attorneys, or receivers.

19. Indemnification. Mortgagor shall protect, defend, indemnify, and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses to the extent permitted by law), imposed upon or incurred by or asserted against Mortgagee by reason of this Mortgage, the Property, or any interest therein.

20. Mortgagor's Waiver of Appraisement, Redemption, Marshaling Rights, Etc. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim the benefit of, any appraisement, valuation, stay, extension, or redemption law now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, so far as Mortgagor or those

claiming through or under Mortgagor now or hereafter may do so lawfully, hereby waives the benefits of all such laws.

21. Unenforceable or Inapplicable Provisions. If any provision hereof is unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions thereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

22. Non-Assignment. Mortgagor shall not assign this Mortgage or its obligations hereunder to any other party, nor allow its obligations hereunder to be assumed by another party, without the prior written consent of Mortgagee.

23. Successors and Assigns. This instrument is binding upon Mortgagor and Mortgagor's successors and permitted assigns, and shall inure to the benefit of Mortgagee, Mortgagee's heirs, executors, administrators, successors, trustees, and assigns, and the provisions hereof shall likewise be covenants running with the land.

24. Headings. The section headings in this instrument are inserted for convenience only and shall not be considered a part of this instrument or used in its interpretation.

25. Integration. This Mortgage contains the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by both of the parties hereto.

26. Notices. Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be deemed given when postmarked, addressed and mailed by first class mail to the address of the party to whom such notice is to be given, as follows:

If to Mortgagee: City of Wichita
455 N. Main
Wichita, Kansas 67202
Attn: Robert Layton, City Manager
Phone: 316-268-4351
Email: rlayton@wichita.gov

If to Mortgagor: Figeac Aero North America Inc.
9313 E. 39th Street North
Wichita, KS 67226
Attn: Jean-Claude Maillard c/o Jeff Russell
Phone: (316) 634-2500
Email: jean-claude.maillard@figeac-aero.com

27. Governing Law. This Mortgage shall be construed in accordance with the laws of the State of Kansas, and such laws shall govern all rights and liabilities arising from this Mortgage

and the interpretation and construction thereof. Any provision of this Mortgage which conflicts with or is prohibited by the laws of Kansas shall be ineffective only to the extent of such provision, but without invalidating any of the remaining provisions hereof.

28. Release. This Mortgage shall remain in full force and effect until the payment in full of all obligations under the Obligation or until such time as Mortgagee decides to release all or part of the Mortgage.

29. Counterparts; Facsimile Signature. This Mortgage may be executed in one or more counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Mortgage immediately upon affixing its signature hereto, independently of the signature of any other party. Any facsimile signature shall be deemed an original signature hereto.

30. Cash Basis and Budget Laws. The right of Mortgagee to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1112 and 10-1113), the Budget Law (K.S.A. § 79-2935), and other laws of the State of Kansas. This Agreement will be construed and interpreted so as to ensure that Mortgagee will at all times stay in conformity with such laws, and as a condition of this Agreement Mortgagee reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

31. Waiver of Jury Trial. **IN THE EVENT OF ANY DISPUTE BETWEEN MORTGAGOR AND MORTGAGEE RELATED IN ANY WAY TO THIS AGREEMENT WHICH BECOMES THE SUBJECT OF ANY JUDICIAL PROCEEDING IN ANY COURT OF LAW, MORTGAGOR AND MORTGAGEE HEREBY EACH WAIVE ANY RIGHT WHICH THEY MAY RESPECTIVELY HAVE TO A TRIAL BY JURY**.

32. Venue and Jurisdiction. **MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF U.S. FEDERAL COURT SITTING IN KANSAS OR ANY KANSAS STATE COURT SITTING IN SEDGWICK COUNTY, KANSAS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FUND DOCUMENTS, AND MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF MORTGAGEE TO BRING PROCEEDINGS AGAINST ANY MORTGAGOR IN THE COURTS OF ANY OTHER JURISDICTION.**

33. USA Patriot Act. Mortgagee hereby notifies the Mortgagor that pursuant to the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2002)) (the "Act"), Mortgagee is required to obtain, verify, and record information that identifies each Mortgagor,

which information includes the name and address of such Mortgagor and other information that will allow Mortgagee to identify the Mortgagor in accordance with the Act.

34. Expenses. Mortgagor agrees to pay all filing and recording fees and all out-of-pocket expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection with the preparation, closing and amendment of this Agreement and, to the extent allowed by law, the enforcement of the rights of Mortgagee in connection with this Agreement and all Fund Documents executed and delivered pursuant hereto and in connection with any amendment, extension or renewal thereof, or waivers thereunder.

IN WITNESS WHEREOF, the parties have executed this Mortgage as of the date first above written.

MORTGAGEE

City of Wichita

By:_____
Name: Carl Brewer
Title: Mayor

MORTGAGOR

Figeac Aero North America Inc.

By:_____
Name: Jean-Claude Maillard
Title: P.D.G.

ATTEST:

_____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Name: Sharon L. Dickgrafe
Title: Interim City Attorney and Director of Law

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Chris Chronis, Chief Financial Officer of Sedgwick County, Kansas.

_____
Notary Public

My Appointment Expires:

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by
Jean-Claude Maillard, P.D.G. of Figeac Aero North America Inc.

_____
Notary Public

My Appointment Expires:

Business and Community Development
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

Kansas
Department of Commerce

Phone: (785) 296-5298
Fax: (785) 296-3490 TTY: 711
buscomdev@kansascommerce.com
KansasCommerce.com

Pat George, Secretary

Sam Brownback, Governor

March 24, 2015

Mayor Carl Brewer
City of Wichita
455 N Main Street, 1st floor
Wichita, KS 67202

Dear Mayor Brewer:

I understand that the Wichita City Council will soon be hearing a presentation on Project Fig. Our team at the Kansas Department of Commerce (Commerce) has worked extensively with the Greater Wichita Economic Development Coalition, specifically Dave Bossemeyer and Tim Chase and have also worked with Tim Goodpasture of the City's staff in an attempt to ensure the company selects Wichita for its expansion and North American Headquarters location.

The parameters of the project we have reviewed indicate the company will invest up to $21.0M in real estate improvements and machinery and equipment and will add up to 200 highly skilled new jobs. Commerce has presented the company with an offer of assistance which includes retention of 95% of eligible payroll taxes f using Promoting Employment Across Kansas (PEAK), along with state income tax credits equal to 10% of the capital investment above $1.0 million through the High Performance Incentive Program (HPIP). We have also offered to underwrite a portion of the company's actual expenses for training new employees. Finally, a cash grant from the Job Creation Fund (JCF) has been offered to offset capital costs associated with the project.

State leadership has also taken an active role as Governor Brownback has personally spoken with the president of the company. The State of Kansas is pleased to partner with the City of Wichita in their effort to close Project Fig.

Sincerely,

Steve Kelly
Deputy Secretary

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures (Districts I, III, and IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On February 24, 2015, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted resolutions providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on April 7, 2015.

Analysis: On February 2, 2015, the Board of Building Code Standards and Appeals (BBCSA) held a hearing on the six properties listed below:

Property Address	Council District
a. 357 N. Pennsylvania	I
b. 438 N. Bleckley	I
c. 1611 N. Hillside	I
d. 6105 S. Minnesota	III
e. 1448 S. Handley	IV
f. 1733 S. Hiram	IV

Detailed information/analyses concerning the properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar ($500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: The resolutions and notices of hearing were reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of April 7, 2015; (2) the structures have been secured as of April 7, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 7, 2015, and will be so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case summary, CDM summary and follow-up history

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 357 N. PENNSYLVANIA

LEGAL DESCRIPTION: LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 51 x 36 feet in size. Vacant and open, this structure has shifting and cracking block basement walls with missing blocks; rotted and missing wood siding; sagging and badly worn composition roof; dilapidated front porch; and rotted soffits, fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 357 N. PENNSYLVANIA

ACTIVE FIELD FILE STARTED: April 18, 2010

NOTICE(S) ISSUED: Since April 18, 2010, several notice of improvements and violation notices have been issued. It should be noted uniform criminal complaints have been issued and it has been the subject of neighborhood court.

PRE-CONDEMNATION LETTER: August 25, 2014

TAX INFORMATION: The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $4,457.85, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some miscellaneous debris and a trailer with bulky waste.

VACANT NEGLECTED BUILDING REPORT: Open case

MABCD NUISANCE ABATEMENT REPORT: In June 2008, April 2010, and February 2013 neighborhood nuisance cases were initiated resulting in owner compliance. In May 2010, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of $140.00. In August 2010, a tall grass and weeds case was initiated resulting in owner compliance. In August 2013, a neighborhood nuisance case was started and remains open.

POLICE REPORT: In the past five years there has been one reported police incident of miscellaneous report at this location.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure.

HISTORIC PRESERVATION REPORT: This property may be listed on the national, state and/or local registers as a designated historic resource or it may be within the prescribed environs of a state or national register listed property or historic district. As a result, this matter is being referred to the City's Historical Preservation Board for review to determine compliance with any applicable Federal, State, local law or regulations.

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing the realtor, Lauren Williams, was present on behalf of this property.

There has been an open case on this property since April 2010. Since that time, numerous improvement notices and violation notices have been issued. A formal condemnation letter was issued on August 25, 2014. The 2010, 2011, 2012, 2013, and 2014 taxes are delinquent in the amount of $4,321.84. There are no special assessments against the property. There is some debris and a trailer with bulky waste on the

premises. There have been nuisance cases in 2008, 2010, and 2013 that have resulted in the owner cleaning up the site. In May 2010 a Tall Grass & Weeds case was initiated, and the case was abated by a contractor hired by the City of Wichita. The fees for abatement were $140. A second Tall Grass & Weeds case was initiated in August 2010; the owner complied. In August of 2013 a nuisance case was opened and is currently still open. No repairs have been made, and the structure is open.

Ms. Williams explained that she has a buyer for the property who wants to make the repairs and sell the house. Upon arranging for the sale, title complications were discovered. She is currently trying to work through those issues in order to finalize the sale.

Following the recommendation of staff, Board Member Harder made a motion to refer the property to the City Council for condemnation action, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Redford seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 438 N. BLECKLEY

LEGAL DESCRIPTION: THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25 x 70 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged roof with holes; fire damaged rafters and joists; fire damaged siding; exposed framing members; and the 25 x 35 foot accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 438 N. BLECKLEY

ACTIVE FIELD FILE STARTED: August 25, 2014

NOTICE(S) ISSUED: Since August 25, 2014, a violation notice has been issued.

PRE-CONDEMNATION LETTER: August 25, 2014

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some miscellaneous debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE ABATEMENT REPORT: In August 2014, a neighborhood nuisance case was started and remains open.

POLICE REPORT: In the past five years there has been one reported police incident of battery domestic violence at this location.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: No repairs have been made. Due to a posted no trespassing sign it is unknown if the structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing no one appeared on behalf of this property.

Concurring with the staff recommendation, Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin razing the structure and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1611 N. HILLSIDE

LEGAL DESCRIPTION: LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 24 x 41 feet in size. Vacant and open, this structure has been badly damaged by fire. It has badly shifting block basement walls with missing blocks; severly cracking stucco siding; fire damaged and badly deteriorated tile roof with holes; deteriorated front and rear porches; fire damaged framing members and wood trim; and the 19 x 19 foot accessory stucture is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 1611 N. HILLSIDE

ACTIVE FIELD FILE STARTED: July 8, 1998

NOTICE(S) ISSUED: Since July 8, 1998, numerous notice of improvements and violation notices have been issued. It should be noted uniform criminal complaints have been issued and it has been the subject of neighborhood court.

PRE-CONDEMNATION LETTER: October 9, 2014

TAX INFORMATION: The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $2,873.61, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some bulky waste and tree debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE ABATEMENT REPORT: In March 2010, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of $120.24. In May 2013, a neighborhood nuisance case was started and remains open.

POLICE REPORT: In the past five years there has been five reported police incidents at this location including burglary residence, lost miscellaneous property, found miscellaneous property, miscellaneous report and larceny b from building.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with open doors and windows.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing there was no representative present for this property.

As recommended by staff, Board Member Banuelos made a motion to submit the property to the City Council for condemnation, with ten days to begin the wrecking and ten days to finish the demolition. Board Member Crotts seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 6105 S. MINNESOTA

LEGAL DESCRIPTION: LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 60 x 27 feet in size. Vacant for unknown length of time, this structure has rotted and missing hardboard siding; badly deteriorated, sagging roof, with holes; dilapidated porches and steps; rotted framing members and wood trim; and the 40 x 20 foot accessory structure and 8 x 10 foot metal shed are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Enforcing Officer — Date

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 6105 S. MINNESOTA

ACTIVE FIELD FILE STARTED: December 5, 2012

NOTICE(S) ISSUED: Since December 5, 2012, a notice of improvement and violation notice have been issued.

PRE-CONDEMNATION LETTER: July 11, 2014

TAX INFORMATION: The 2008, 2009, 2010, 2011, 2012, 2013 and 2014 taxes are delinquent, in the amount of $6,911.37, which includes interest.

COST ASSESSMENTS/DATES: There are 2015 specials assessments for lot cleanup in the amount of $2,360.03, emergency board-up in the amount of $1332.74 and weed cutting in the amount of $143.86.

PREMISE CONDITIONS: Bulky waste and tree waste.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE ABATEMENT REPORT: In December 2012, a neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement in the amount of $2,081.60. In June 2014, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of $140.00. On September 26, 2014, MABCD staff completed an emergency board-up at accost of $1,332.74.

POLICE REPORT: In the past five years there has been one reported police incident of suspicious character other at this location.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing there was no representative for this property at the hearing.

As recommended by staff, Board Member Harder made a motion to refer the property to the City Council for condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Banuelos seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1448 S. HANDLEY

LEGAL DESCRIPTION: LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 1448 S. HANDLEY

ACTIVE FIELD FILE STARTED: January 18, 1994

NOTICE(S) ISSUED: Since January 18, 1994, numerous violation notices have been issued.

PRE-CONDEMNATION LETTER: August 4, 2014

TAX INFORMATION: The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $2,227.21, which includes interest.

COST ASSESSMENTS/DATES: There are 2015 special assessments for lot clean-up in the amount of $671.32 and weed cutting in the amount of $143.86.

PREMISE CONDITIONS: Some miscellaneous debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE ABATEMENT REPORT: In March 2009, neighborhood nuisance case was initiated resulting in owner compliance. In June 2014, neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement in the amount of $587.56. In October 2012 and August 2013, tall grass and weeds cases were initiated resulting in owner compliance. In June 2014, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of $140.00.

POLICE REPORT: In the past five years there has been three reported police incidents at this location including burglary residence, other destruction of property and miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with an open door.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: In September 2009, this property was submitted for condemnation and in February 2010, the property was returned to regular code enforcement.

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing no one was in attendance on behalf of this property.

This one- and one-half story frame dwelling is about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

As recommended by staff, Board Member Doeden made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to commence wrecking and ten days to complete the removal of the structure. Board Member Harder seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 16, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1733 S. HIRAM

LEGAL DESCRIPTION: LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 38 feet in size. Vacant for at least 6 months, this structure has missing siding; exposed, badly rotted framing members; badly rotted and missing soffit, fascia and wood trim; and the 12 x 25 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: March 16, 2015

BCSA GROUP # 4

ADDRESS: 1733 S. HIRAM

ACTIVE FIELD FILE STARTED: August 5, 2014

NOTICE(S) ISSUED: None issued

PRE-CONDEMNATION LETTER: November 6, 2014

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some construction debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE ABATEMENT REPORT: In September 2014, a neighborhood nuisance case was initiated resulting in owner compliance.

POLICE REPORT: In the past five years there has been two reported police incidents at this location including destruction to auto with firearm/bb/pellet gun and miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: November 14, 2014

RECENT DEVELOPMENTS: In February 2015, a roofing permit was issued and some repairs are progress. The structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 2, 2015 BCSA hearing there was no one present representing this property.

There has been a case on this property since August 2014. The taxes are current and the premise is clean. A Pre-condemnation Letter was issued November 6, 2014.

In agreement with the staff recommendation, Board Member Harder made a motion to submit the property to the City Council for condemnation, with ten days to begin the demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

April 7, 2015
City Council
Removal of Dangerous Structure Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
357 N. Pennsylvania	I	4 yrs. 11 mos.	08/14/14	02/02/15 - 10/10	Yes	Unsecure	Some miscellaneous debris and a trailer with bulky waste.	The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $4,457.85, which includes interest.	None
438 N. Bleckley	I	7 mos.	08/14/14	02/02/15 - 10/10	No	Due to a posted no trespassing sign it is unknown if the structure is secure.	Some miscellaneous debris.	Current	None
1611 N. Hillside	I	16 yrs. 8 mos.	08/14/14	02/02/15 - 10/10	No	The structure is unsecure with open doors and windows.	Some bulky waste and tree debris.	The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $2,873.61, which includes interest.	None

April 7, 2015
City Council
Removal of Dangerous Structure Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
6105 S. Minnesota	III	2 yrs. 4 mos.	08/14/14	02/02/15 - 10/10	No	Secure	Bulky waste and tree waste.	The 2008, 2009, 2010, 2011, 2012, 2013 and 2014 taxes are delinquent, in the amount of $6,911.37, which includes interest.	There are 2015 specials assessments for lot cleanup in the amount of $2,360.03, emergency board-up in the amount of $1332.74 and weed cutting in the amount of $143.86.
1448 S. Handley	IV	21 yrs. 2 mos.	08/14/14	02/02/15 - 10/10	No	The structure is unsecure with an open door.	Some miscellaneous debris.	The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $2,227.21, which includes interest.	There are 2015 special assessments for lot clean-up in the amount of $671.32 and weed cutting in the amount of $143.86.
1733 S. Hiram	IV	8 mos.	08/14/14	02/02/15 - 10/10	No	Secure	Some construction debris.	None	Current

April 7, 2015
City Council
Removal of Dangerous Structure Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
357 N. Pennsylvania	I	4 yrs. 11 mos.	08/14/14	02/02/15 - 10/10	Yes	Unsecure	Some miscellaneous debris and a trailer with bulky waste.	The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $4,457.85, which includes interest.	None
438 N. Bleckley	I	7 mos.	08/14/14	02/02/15 - 10/10	No	Due to a posted no trespassing sign it is unknown if the structure is secure.	Some miscellaneous debris.	Current	None
1611 N. Hillside	I	16 yrs. 8 mos.	08/14/14	02/02/15 - 10/10	No	The structure is unsecure with open doors and windows.	Some bulky waste and tree debris.	The 2010, 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of $2,873.61, which includes interest.	None

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00007 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located West of Clifton Avenue, on the South Side of 63rd Street South (District III)

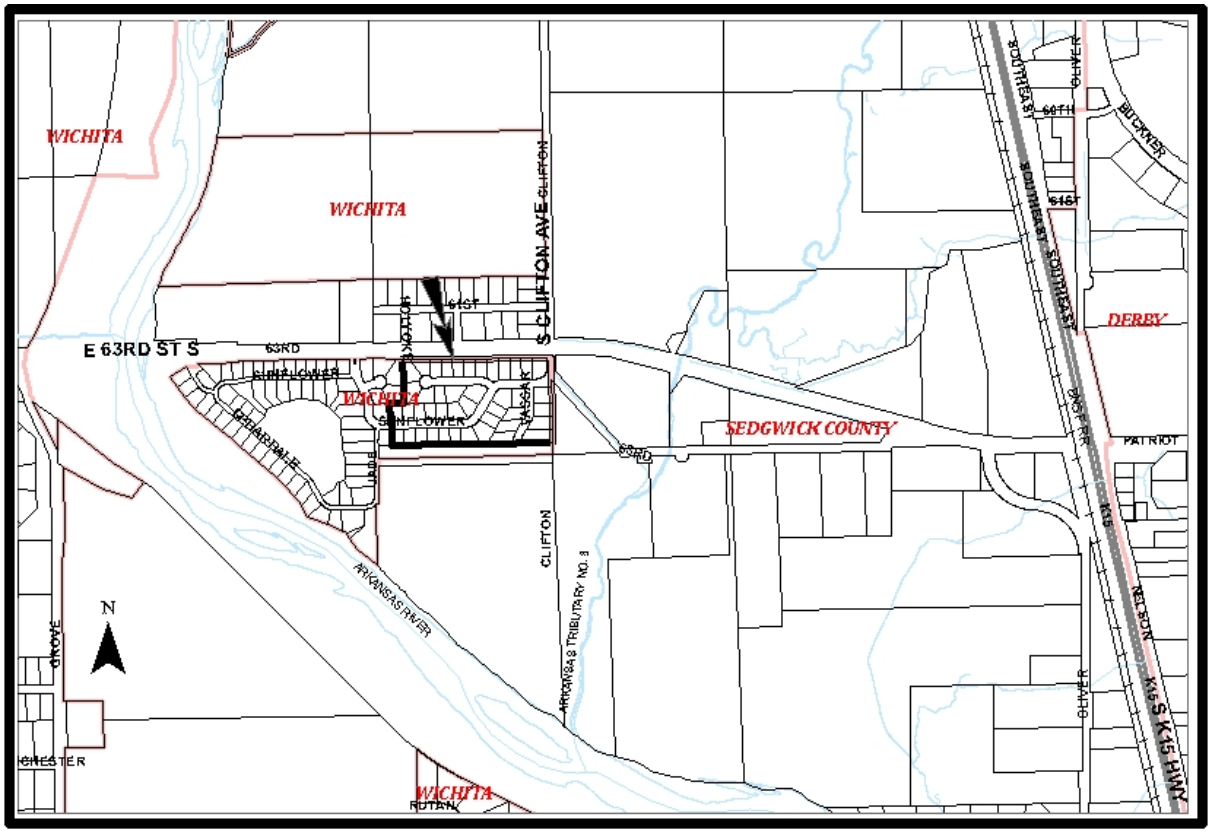
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0).

DAB Recommendation: District Advisory Board III recommended approval of the request (7-2).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 13.2-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of 43 lots located east of Jade Avenue in the east portion of the Clifton Cove Addition. The Clifton Cove Addition is located on the south side of 63rd Street South between Clifton Avenue and the Arkansas River. The remaining partially developed 65 lots of the Clifton Cove Addition are zoned SF-5. The site is located at the south edge of the central portion of the City of Wichita. The Clifton Cove Addition was recorded with the Sedgwick County Register of Deeds December 7, 2005.

Undeveloped SF-5 zoned lots of the Clifton Cove Addition abut the west side of the site. SF-5 zoned single-family residences (built 2007-2011) built around a sand pit lake and vacant SF-5 zoned lots, all in the Clifton Cove Addition, finish out development to the west, ending at the Arkansas River. The Arkansas River also marks the south end of the west side of the Clifton Cove Addition. A RR Rural residential (RR) zoned sand pit lake with a single-family residence (built 1920) is adjacent to the south side of the site. RR zoned single-family residences (built 1920, 1946, 1988 and 2008) abut and are adjacent to the south and southeast sides of the site, as is RR zoned agricultural land. North of the site, across 63rd Street South, there are SF-20 Single-Family Residential (SF-20), RR and SF-5 zoned farm land. Also located directly north of the site, across 63rd Street South, are two single-family residence (built 1954 and 1955) that are the only development on the SF-20 zoned 20 lots of the Woodvale Addition (recorded August 15, 1953). The subject site is located approximately ½-mile west of the McConnell Air Force Overlay District.

Analysis: On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were protesters at the MAPC meeting. The protesters' concerns were about public safety in regards to traffic generated by the subject site coming onto 63rd Street South. As currently platted the east entrance from the subject site intersects 63rd Street South at a point where 63rd Street South curves towards the subject site. A reduction of speed on 63rd Street South or traffic lights was suggested by the protesters' to lessen potential traffic conflicts. The protestors also expressed concerns about the proposed duplexes having a negative impact on the property values of the adjacent single-family residences. The MAPC voted 12-0 to approve the request for TF-3 zoning.

On March 4, 2015, District Advisory Board (DAB) III considered the request. Protests at the DAB meeting expressed the same concerns about traffic and property values that were expressed at the MAPC meeting. The DAB approved the request for TF-3 zoning 7-2.

Planning staff has received valid protests representing 25.29 percent of the net land area located within the protest area. Since the protests represent more than 20 percent of the net land area located within the protest area, a three-quarter majority vote is required to overturn the protests.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the zoning, and place the ordinance on first reading (requires a three-quarters majority vote to override the protests); 2) Deny the zoning request by making alternative findings, and override the MAPC's recommendation (requires a two-thirds majority vote to override the MAPC's recommendation), or; 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

Attachments:

- Protest map
- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 49-977

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00007

Zone change from SF-5 Single-Family Residential ("SF-5") to Two-Family Residential ("TF-3") zoning on an approximately 13.2-acre property described as:

Lots 7 through 30, inclusive, Block A, Lots 2 through 16, inclusive, Block B, and Lots 1 through 4, inclusive, Block C, all in Clifton Cove Addition, Wichita, Sedgwick County, Kansas; generally located west of Clifton Avenue on the south side of 63rd Street South.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Carl Brewer, Mayor

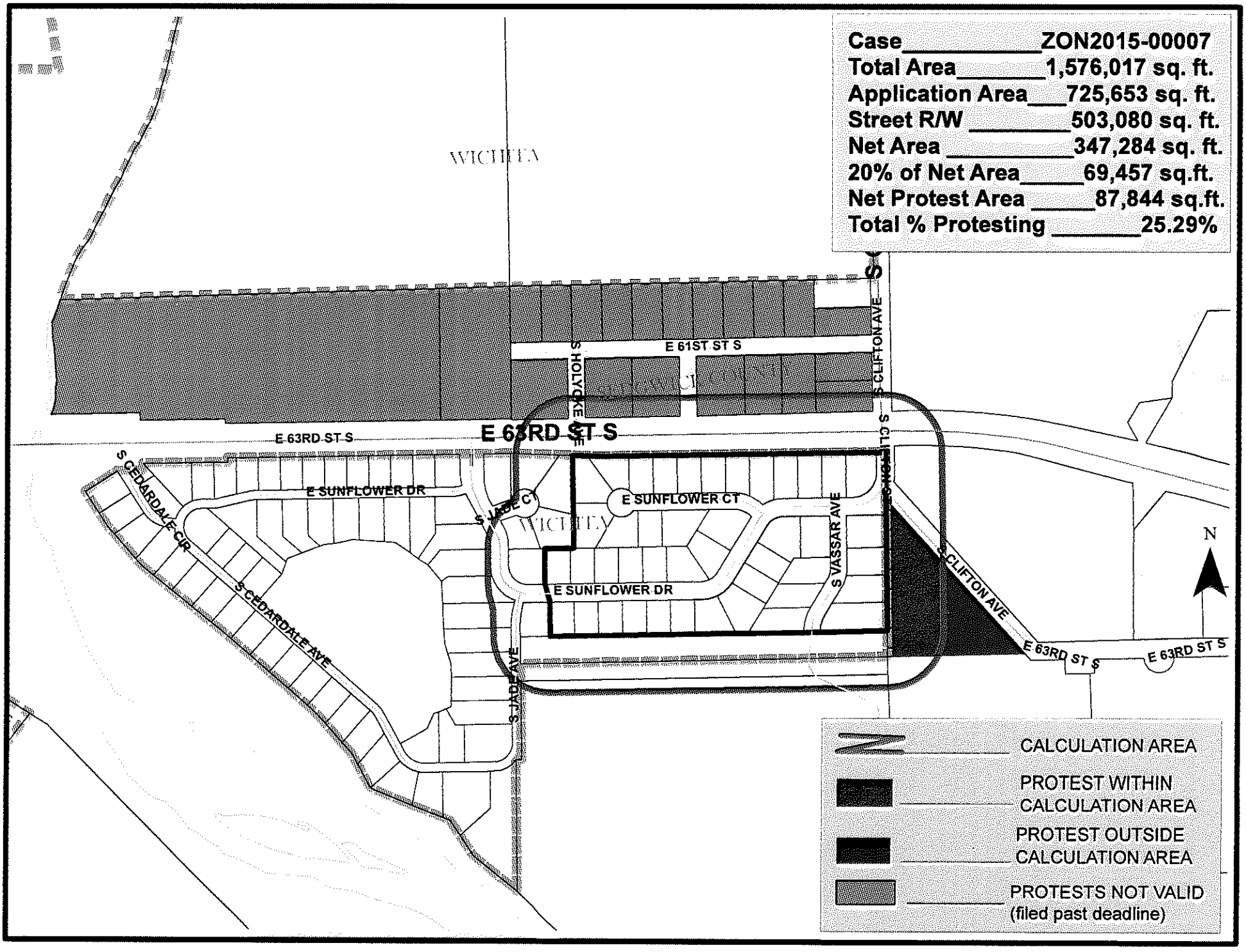
ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney


Case ZON2015-00007
Total Area 1,576,017 sq. ft.
Application Area 725,653 sq. ft.
Street R/W 503,080 sq. ft.
Net Area 347,284 sq. ft.
20% of Net Area 69,457 sq.ft.
Net Protest Area 87,844 sq.ft.
Total % Protesting 25.29%
WICHITA
E 61ST ST S
S HOLYOKE AVE
S CLIFTON AVE
E 63RD ST S
E SUNFLOWER DR
S CEDARDALE CIR
S CEDARDALE AVE
S JADE CT
E SUNFLOWER CT
S VASSAR AVE
S JADE AVE
N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
PROTESTS NOT VALID (filed past deadline)

street parking. The Plan stresses the need to preserve the old homes in the area and even though the use of the subject site's building has evolved over the years from single-family residential to multi-family residential and most recently office, the subject building appears to be in reasonable good repair.

(6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure, with the exception (but not limited to) of the UZC's on-site parking requirements.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MILLER STEVENS asked for clarification on the number and location of parking spaces. She mentioned that part of the area had been striped already.

LONGNECKER indicated that the applicant has also applied for a variance on the parking requirement. He said that application has not been heard by the Board of Zoning Appeals yet.

MOTION: To approve subject to staff recommendation.

NEUGENT moved, **WARREN** seconded the motion, and it carried (12-0).

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9. **Case No.: ZON2015-00007** - Caywood, LLC, c/o Jay Russell (applicant/owner) and Baughman Company, P.A. c/o Russ Ewy request a City zone change request from SF-5 Single family Residential to TF-3 Two family Residential on property described as:

Lots 7 through 30, inclusive, Block A, Lots 2 through 16, inclusive, Block B, and Lots 1 through 4, inclusive, Block C, all in Clifton Cove Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 13.2-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of 43 lots located east of Jade Avenue in the east portion of the Clifton Cove Addition. The Clifton Cove Addition is located on the south side of 63rd Street South between Clifton Avenue and the Arkansas River. The remaining partially developed 65 lots of the Clifton Cove Addition are zoned SF-5. The site is located at the south edge of the central portion of the City of Wichita.

Undeveloped SF-5 zoned lots of the Clifton Cove Addition abut the west side of the site. SF-5 zoned single-family residences (built 2007-2011) built around a sand pit lake and vacant SF-5 zoned lots, all in the Clifton Cove Addition, finish out development to the west, ending at the Arkansas River. The Arkansas River also marks the south end of the west side of the Clifton Cove Addition. A RR Rural residential (RR) zoned sand pit lake with a single-family residence (built 1920) is adjacent to the south of the site. RR zoned single-family residences (built 1920, 1946, 1988 and 2008) abut and are adjacent to the south and southeast of the site, as is RR zoned agricultural land. North of the site, across 63rd Street South, there is SF-20 Single-Family Residential (SF-20), RR and SF-5 zoned farm land. Directly north of the site, across 63rd Street South, are two single-family residence (built 1954 and 1955) that are the only development on the SF-20 zoned 20 lots of the Woodvale Addition (recorded August 15, 1953). The subject site is located approximately ½-mile west of the McConnell Air Force Overlay District.

CASE HISTORY: The site consists of Lots 7 through 30, inclusive, Block A, Lots 2 through 16, inclusive, Block B, and Lots 1 through 4, inclusive, Block C, all in the Clifton Cove Addition, which was recorded with the Sedgwick County Register of Deeds December 7, 2005. ZON2014-00010 was a request to rezone 28 of the above noted lots, however it was deferred from the June 19, 2014, MAPC meeting and the July 2, 2014, DAB III meeting. Staff received no letter requesting an extension of ZON2014-00010 and the current request increased the area for rezoning. ZON2014-0010 has been closed with no action taken on its requested zone change. Staff has received one letter supporting the request.

ADJACENT ZONING AND LAND USE:

NORTH: RR, SF-20, SF-5	Farmland, two single-family residences, vacant lots
SOUTH: RR	Single-family residence built around sand pit lake, farmland, Arkansas River
WEST: SF-5	Vacant lots, single-family residences, Arkansas River
EAST: RR	Single-family residences, farmland

PUBLIC SERVICES: The site will have access to 63rd Street South, a paved four-lane arterial road, through the Clifton Cove Addition's paved (or will be paved) residential streets. All utilities are available to the site, including the City of Wichita's water and sewer service.

CONFORMANCE TO PLANS/POLICIES: The "2013 Land Use Guide of the Comprehensive Plan" (2013-Plan) identifies the SF-5 zoned site as a "potential future park site." The site is shown as being close to or part of a "Proposed Park Target Area" in the "Wichita Parks and Open Space Plan;" adopted 2009. The Proposed Park Target Areas are identified as areas where new parks are needed to meet future community needs. The site's current SF-5 and proposed TF-3 zoning allows parks by right. The site's current SF-5 zoning allows single-family residential uses, as well as some institutional uses, but not duplexes, by right. The proposed TF-3 allows duplexes, as well as family residential uses and some institutional uses by right. The Clifton Cove Addition's (which the site is a part of) current single-family residential development and the proposed duplex development is compatible with the 2013-Plan's urban residential category.

RECOMMENDATION: If approved, the requested TF-3 zoning will permit the first duplexes into the area. However, this type of rezoning in partially developed single-family residential subdivisions is not unusual at a time (the present and recent past) when the purchasing of single-family homes is slow and the owner/developer is paying the fees for the placement of City water and sewer services and property tax in a subdivision that is only partially developed. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The area is a mix of City and County lands zoned SF-5, SF-20 and RR. Some of the SF-5 and SF-20 properties are partially developed urban scale single-family residential subdivisions. The subject site is located in one of these partially developed SF-5 zoned single-family residential subdivisions, the Clifton Cove Addition. The rest of the properties in the area are developed as large tract single-family residences and farmland. There are no other TF-3 zoned properties in the immediate area as well as in the larger

area. The area is bordered by the Arkansas River on its west and a portion of its south sides, which impacts the area in the form of FEMA Floodways and Flood Zones.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site consists of 43 SF-5 zoned vacant lots, all in the Clifton Cove Addition. The SF-5 zoning permits single-family residences, which is how a portion of the Clifton Cove Addition is currently developed.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences and some institutional uses by right. The request would introduce TF-3 zoning into the area. Common concerns raised in the rezoning of land from SF-5 to TF-3, include a lack of maintenance on what will probably be rental properties and a subsequent negative impact on neighboring property values. However, the ability and inclination of a property owner to maintain their property is not solely dependent on if the property in question is a rental property. In this situation these concerns could be addressed by a private contract between the developer/owner of the subdivision and those individuals buying lots in the subdivision.

(4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. Denial of the request could impose a financial hardship on the owner. This type of rezoning in partially developed single-family residential subdivisions is not unusual at a time (the present and the recent past) when the purchasing of single-family homes is slow and the owner/developer is paying the fee for the placement of City water and sewer services and property tax in a subdivision that is only partially developed.

(5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The "2013 Land Use Guide of the Comprehensive Plan" (2013-Plan) identifies the SF-5 zoned site as a "potential future park site." The site is shown as being close to or part of a "Proposed Park Target Area" in the "Wichita Parks and Open Space Plan;" adopted 2009. The Proposed Park Target Areas are identified as areas where new parks are needed to meet future community needs. The site's current SF-5 and proposed TF-3 zoning allows parks by right. The site's current SF-5 zoning allows single-family residential uses, but not duplexes, by right. The Clifton Cove Addition's (which the site is a part of) current single-family residential development and the proposed duplex development is compatible with the 2013-Plan's "urban residential" category.

(6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities, as a result of the proposed TF-3 zoning, can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER said the Commission received written correspondence with four questions that staff may want to address. He specifically referred to the questions about traffic.

CHAIRMAN GOOLSBY suggested that the Commission hear the case.

He indicated that there is not a significant increase in the amount of traffic between single-family and two-family residential zoning. He said as far as devaluation of property is concerned, staff has never found anything conclusive to come down either yeah or nay on that issue. He said he looked at development in the area and determined that this type of development, although new to this area is not new to this type of plat. He said as far as lowering the speed limit on a residential street, he suggested the neighbors contact the Public Works Department. He said he is not sure how to answer the concerns regarding trash, garbage and littering along 63rd Street. He said that will vary based on the individual property owner's ability and inclination to taking care of their property. He added that he doesn't know how that concern is relevant to the zoning request. He said staff is recommending approval of the request with no Protective Overlay.

FOSTER referred to page 2 "Conformance to Plans and Policies" with reference to the mention of a future park site. He asked for further explanation including the location of the proposed park.

LONGNECKER said this area was identified in the "Park and Open Space Plan" in 2009 as an area where new parks will be needed to meet future community needs. He said SF-5 and duplex zoning allows parks "by right". He said he was not aware of any specific park projects for the area at this time, but mentioned the area's close proximity to the Arkansas River.

RUSS EWY, BAUGHMAN COMPANY, P.A., 315 ELLIS, AGENT FOR THE APPLICANT JAY RUSSELL who he said was present and could perhaps add additional clarification to some of the Commissioner's questions. He referred to the letter of support from the property owner located to the south of the site attached to the Staff Report. He said the applicant has also contacted property owners to the east and north, as well as the Homeowner's Association President to discuss the project. He said with any proposed redevelopment projects, the developer is left with the financial burden of the special assessments. He said there are specials for storm water and sanitary sewer on this property.

LARRY JUSTICE, 6209 S. HOLYOKE, DERBY said they own property from Clifton to the river. He mentioned concerns about traffic because there is not good visibility looking back towards the east along 63rd Street. He said they would like to see a light at the turn area. He said there have been several accidents there over the last four years where cars got rear ended while trying to turn because of lack of visibility and the fact that people speed through the area. He said he wanted to add items #5 and #6 to their letter to include concerns regarding only one entry for the entire area for the Fire Department. He referred to the aerial map and mentioned the red line to the west of the area. He said they understand that there is an agreement to put a wall up there so there will no longer be access available from that side. He said for item #6, there are a lot of deer and turkey and other wildlife in the area including bald eagles nesting along the river.

PHIL MCDANIELS, 6413 S. JADE AVENUE, DERBY said his property is located immediately west of the proposed zoning change and backs up onto the small lake to the west of the development. He said he wanted to concur with the previous speaker regarding the speed of the traffic and the danger of 63rd Street as it bends and goes west. He said it is a dangerous situation and although the posted speed limit is 45 mph, traffic is generally going between 45 and 55 mph. He said when you have to stop and make

the left hand turn onto Jade and yield to oncoming traffic, he is always concerned about not being rear ended. He said he can't imagine how twin homes are going to enhance their property values. He said they are also not clear on access to the area. He said they believe there will be access on Clifton and assume there will be access coming down Jade Street. He said he is also concerned about the twin homes adding traffic on their street.

JAY RUSSELL, 3438 BEACHCLUB, WICHITA said they are aware of the requirement for a connection on the existing road on the south side of the area. He said the design includes a fence that will separate the existing subdivision to the west from the duplexes to the east. He said it is a wood fence over a utility easement which was a compromise with the HOA Board of Directors when they started the project over a year ago. He said there will be a gate to allow access to the Fire Department.

FOSTER asked why Jade couldn't continue to the north and allow access to Clifton and then into a cul-de-sac to get away from that intersection.

RUSSELL said a secondary access is required. He asked if Commissioner Foster was suggesting that they replat and put an access out onto 63rd Street.

FOSTER said he did not want to play Traffic Engineer but he believes enough concerns have been raised that it is evident that the curve on 63rd Street is a dangerous condition and some solution needs to be looked at.

EWY said they intend to replat the property and he considers that a platting issue as opposed to the land use issue the Commission is dealing with today. He said Commissioner Foster's suggestion is something they can look at.

WARREN said he understands the concerns regarding traffic, but said he has lived in a duplex and there is not that much difference in the traffic counts between single and multi-family residential.

GOOLSBY clarified that the Planning Commission has nothing to do with the speed limits on 63rd Street; that is handled by Public Works.

FOSTER said one of the issues discussed with regard to the Comprehensive Plan is neighborhood connectivity. He said he believes there should be pedestrian access between the two neighborhoods.

MOTION: To approve subject to staff recommendation.

WARREN moved, **KLAUSMEYER** seconded the motion, and it carried (12-0).

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10. **Case No.: CON2015-00001** - Vincent and Quinnda McMullen (Owners/Applicants) request a County Conditional Use request for a temporary accessory apartment on property zoned RR Rural Residential on property described as:

Part of the West ½ of the Northwest ¼ of Section 36, Township 29 South, Range 2 East, in Sedgwick County, Kansas.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: **ZON2015-07**
DATE: March 4, 2015

Dale Miller, Planning, presented on a request for TF-3 Two-Family Residential zoning for the site generally located south of 63rd Street South and west of Clifton Avenue. The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 13.2-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of 43 lots located east of Jade Avenue in the east portion of the Clifton Cove Addition. The Clifton Cove Addition is located on the south side of 63rd Street South between Clifton Avenue and the Arkansas River. The remaining partially developed 65 lots of the Clifton Cove Addition are zoned SF-5.

There was only one concern brought up by a citizen which was about the traffic on 63rd St. Right now that traffic is coming around a curve so people may not be able to see oncoming traffic when pulling out of the area. This could be addressed during replatting the access point can be moved if the traffic engineer sees any issues.

DAB? Will these be rentals or owner-occupied? **A:** It's hard to say right now. One developer could buy them all and rent them or the more common situation is one owner buys the entire duplex and lives in one side and rents out the other. The applicant said that the rent is high enough that they hope that it should discourage bad tenants.
DAB? Do you want to reduce the speed limit at 63rd and Clifton? **A:** Citizens claimed it was a dangerous intersection so that may happen down the road, but that issue would be addressed as a separate issue.
DAB? Would the owner of the plot have the option to build a single family home? **A:** Yes, this zoning change would only add the usage of duplexes.

The DAB III members voted 7-2 to recommend approval of the request.

Revised-04/06/2015

Agenda Item No. VIII-1

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Municipal Court Judge Retention and Compensation

INITIATED BY: City Council

AGENDA: City Council

Recommendation: Retain each Municipal Court Judge and approve a salary increase.

Background: Charter Ordinance No. 191 provides that the appointment, retention and compensation of Municipal Court Judges shall be set by the City Council. The ordinance requires Municipal Court Judges be evaluated according to procedures established by the City Council. In December 2014, City Council adopted a Council Policy for judicial evaluations that instructs a committee comprised of three City Council members to conduct an annual evaluation process of Municipal Court Judges. Upon completion of the evaluation process, the committee is directed to make a recommendation to City Council regarding the appointment, retention, and compensation of Municipal Court Judges. The evaluation committee is comprised of Mayor Brewer, Council Member Meitzner and Council Member Williams.

Analysis: Pursuant to Council Policy, stakeholder surveys regarding the performance of Municipal Court Judges were conducted. Attorneys appearing in Municipal Court, as well as City staff, defendants, victims, and others appearing in court were surveyed. Survey results were summarized and provided to the evaluation committee. The committee was also provided a performance measure report detailing key outcomes produced by the Court. Additionally, each judge submitted a self-evaluation that discussed their individual approach to adjudicating cases, professional development, anticipated challenges, and complaints received during 2014.

As a result of the outcomes produced by the Court, and the positive feedback from stakeholder surveys, the evaluation committee determined each judge has demonstrated acceptable performance. The committee recommends that each Municipal Court Judge be retained and receive a 2.5% salary increase, retroactive to January 1, ~~2014~~ ***2015.***

Financial Considerations: The cost of the salary increases will be budgeted in the Municipal Court expenditure budget.

Legal Considerations: The judicial evaluation process has been reviewed by the Law Department and complied with Council Policy and Charter Ordinance.

Recommendations/Actions: It is recommended that the City Council retain each Municipal Court Judge and that they receive a 2.5% salary increase, retroactive to January 1, 2015.

Attachment: Court Performance Report

INTRODUCTION

Charter Ordinance provides that the appointment and compensation of Municipal Court Judges shall be set by the City Council. The ordinance also provides that judges will be evaluated according to procedures established by the City Council. In 2014, City Council adopted a new process for evaluating judges This process includes stakeholder surveys, requires judges to complete an annual self-evaluation, and directs the Court Administrator to complete an annual report of key performance measures to be reviewed by City Council. The following report highlights key performance measures that detail Municipal Court's judiciary outcomes and workload.

Executive Summary

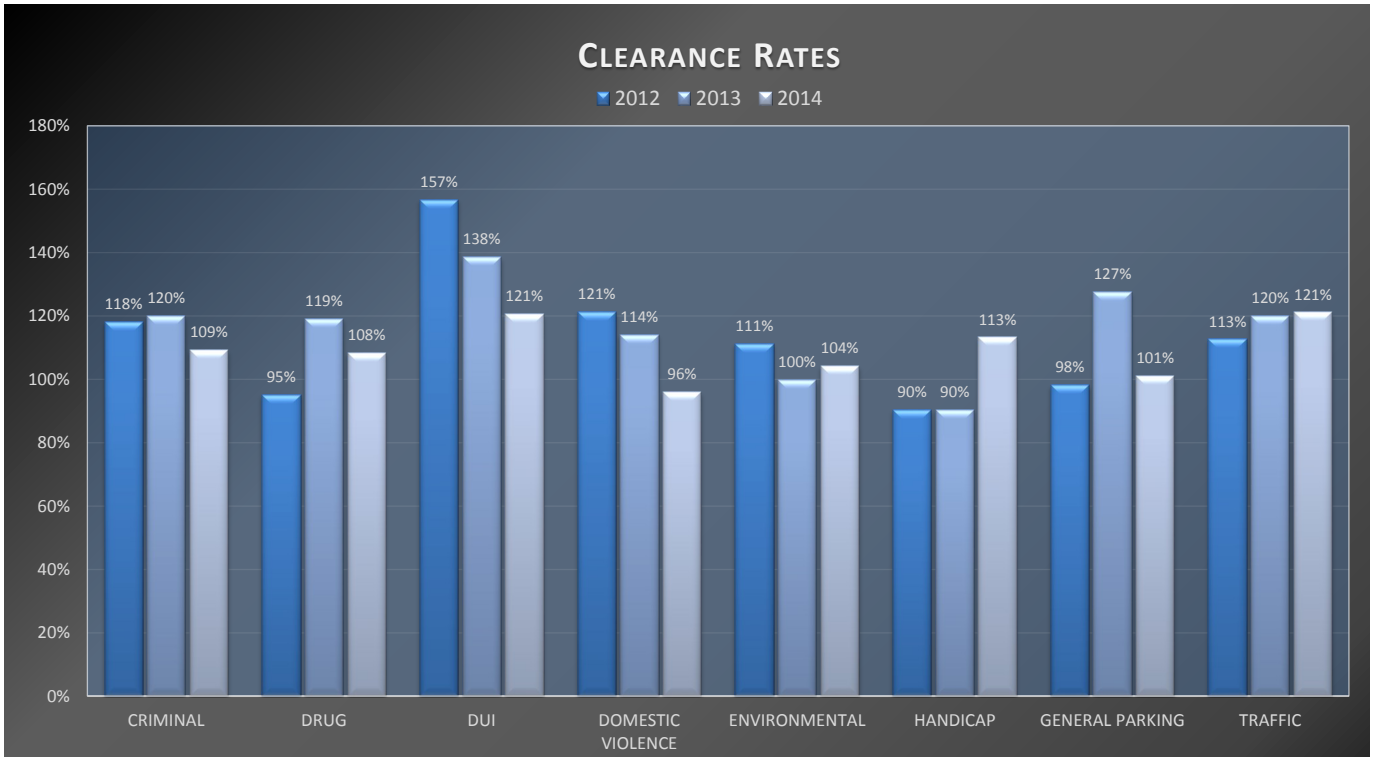
The City of Wichita Municipal Court is a limited jurisdiction court, authorized under City Ordinance, the Court adjudicates violations of the City Code filed by the Wichita Police Department, Wichita Fire Department, Metropolitan Area Building and Construction Department, and Environmental Services. The mission of the Municipal Court is to impartially uphold the community's laws and facilitate the interests of justice for all citizens in a thorough and fair manner. Municipal Court is the largest court in Kansas by total number of cases filed. Approximately 30,000 criminal complaints are filed annually. An additional 80,000 moving and parking violations are filed each year.

The National Center for State Courts recommends ***clearance rates*** be used in conjunction with ***time to disposition*** as fundamental management tools that assess the length of time it takes a court to process cases. The measures can be used to analyze trends as well as a benchmark comparison to peer courts. The City of Wichita Municipal Court began tracking each of these performance measures in 2010. Clearance rates are output measures indicating the quantity of work and the Court's ability to manage its workload on an annual basis. Time to disposition is an efficiency measure that indicates how efficiently the Court is handling its work.

Clearance Rates—In 2014, 42,405 cases were filed and 47,198 cases were disposed in Municipal Court. This is a combined clearance rate of 111%. The total number of cases filed include criminal, drug, driving under the influence, domestic violence, environmental, handicap parking, general parking and traffic cases. Detailed information by case type is included in the following pages.

Time to Disposition—Municipal Court measures time to disposition 180 days after case filing. This measure is a lag measure that requires six months to pass from the date of filing before the disposition can be reviewed. The most recent data available is from 2013. In 2013, 81% of all cases filed were disposed within 180 days of filing. In 2013, the case type with the highest disposition rate within 180 days of filing was handicap parking (87%), the lowest disposition rate was for DUI (66%). Detailed information by case type is included in the following pages.

Municipal Court Judges exercise a significant amount of discretion in regards to sentencing defendants. In some cases such as DUI and certain traffic offenses, the State has mandated jail time. In other cases, judges are guided by ordinances that control minimum and maximum sentences. When making sentencing decisions judges weigh a multitude of factors, these factors include statutory mandates, the nature of the offense, criminal history, the interests of the community, as well as recommendations from City Prosecutors. Where possible, without compromising the safety of the community, judges may sentence defendants to a problem solving court such as Drug Court. Additionally, the judge may utilize "alternative sentencing" measures such as House Arrest, Electronic Monitoring or Remote Alcohol Monitoring Devices. By undertaking these measures the court reduces jail overcrowding, lowers the City's jail bill, and in many cases better meets the rehabilitative needs of the defendants. Use of these alternatives reduced the City's jail bill by an estimated $2.5 million in 2014.

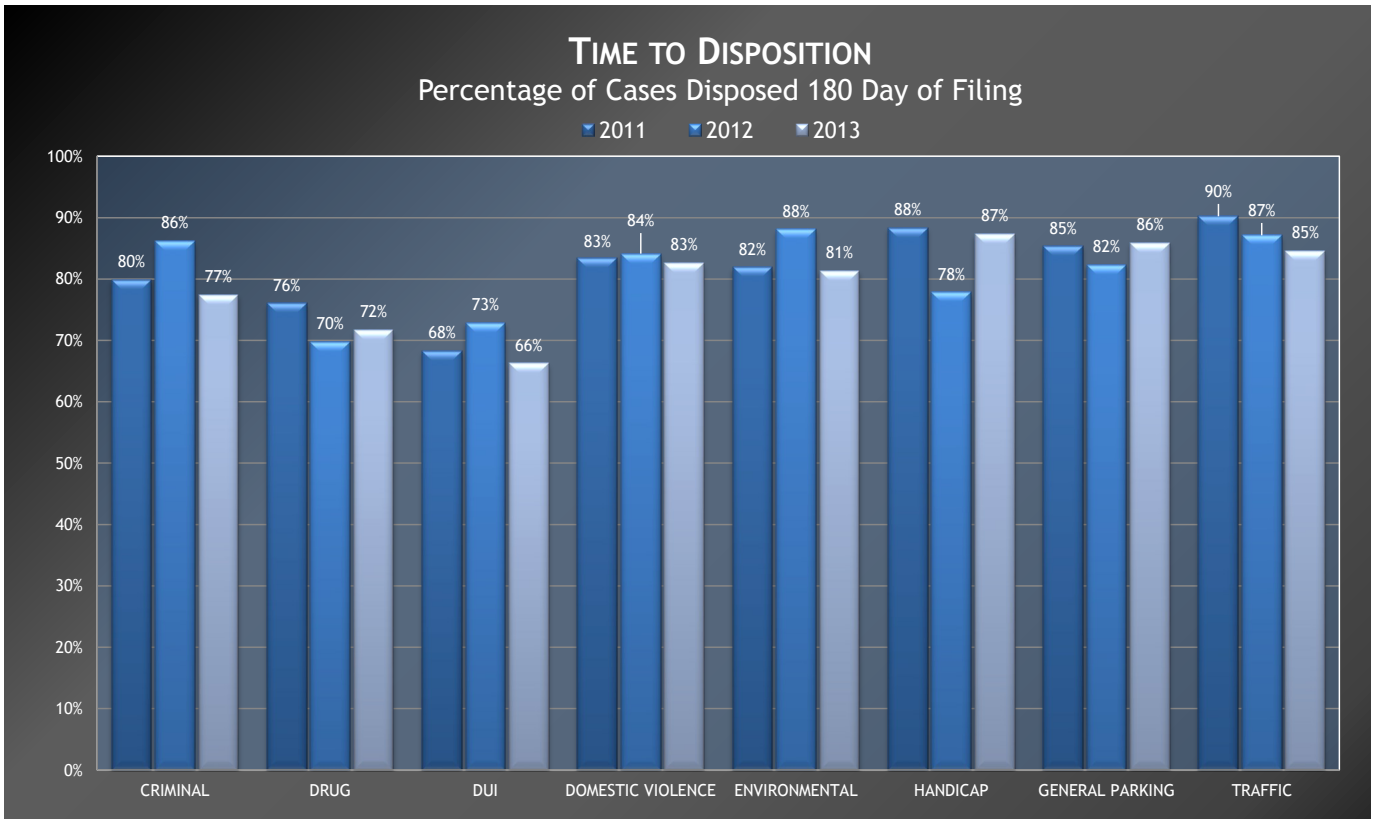


In 2014, Municipal Court disposed 11% more cases than were filed. This can be attributed in part to judges hearing all of a defendant's pending cases each time the defendant appears in court. By doing this, the Court is able to resolve outstanding cases that may have previously been warranted or unresolved. Handling all unresolved cases when defendants also reduces the number of times citizens have to reappear in court.

A total of 42,405 cases were filed in Municipal Court and 47,198 were disposed in 2014. Case filings have increased by 3% since 2012. Despite increased case filings, Municipal Court continues to dispose more cases than are filed annually.

The clearance rate for domestic violence cases has decreased since 2012. Recent statutory changes related to domestic violence offenses have made the prosecution of DV cases more complex, increasing the amount of time needed to adjudicate these cases.

Case Types		2012	2013	2014
CRIMINAL	Filed	7,675	7,983	8,577
	Disposed	9,071	9,571	9,368
DRUG	Filed	4,730	3,939	4,237
	Disposed	4,497	4,694	4,592
DUI	Filed	3,422	3,131	3,104
	Disposed	5,362	4,335	3,745
DOMESTIC VIOLENCE	Filed	6,658	6,929	8,121
	Disposed	8,075	7,902	7,787
ENVIRONMENTAL	Filed	1,914	1,933	2,134
	Disposed	2,129	1,927	2,221
HANDICAP	Filed	73	83	53
	Disposed	66	75	60
GENERAL PARKING	Filed	963	982	827
	Disposed	945	1,252	836
TRAFFIC	Filed	16,414	16,025	15,352
	Disposed	18,474	19,205	18,589



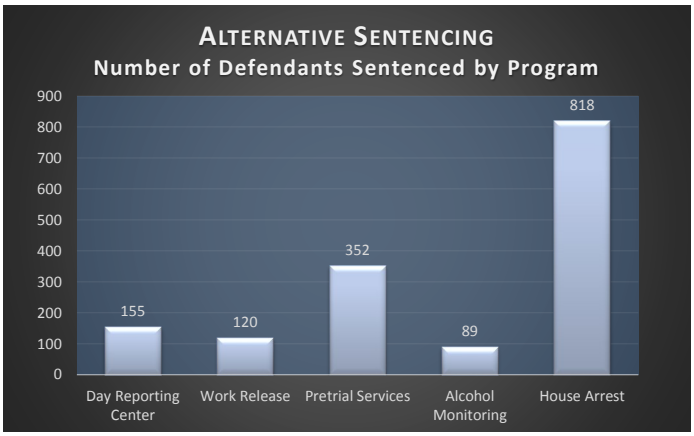
Time to disposition rates vary depending on case type and other factors. These factors include the number of continuances granted, availability of witnesses, whether the case goes to trial or is settled prior to trial, as well as whether the defendant appears in court. Regardless of case type the court endeavors to adjudicate all cases in a fair and efficient manner. The Court began tracking time to disposition rates in 2010. Since 2010, the average time to disposition rate for all case types is over 80%.

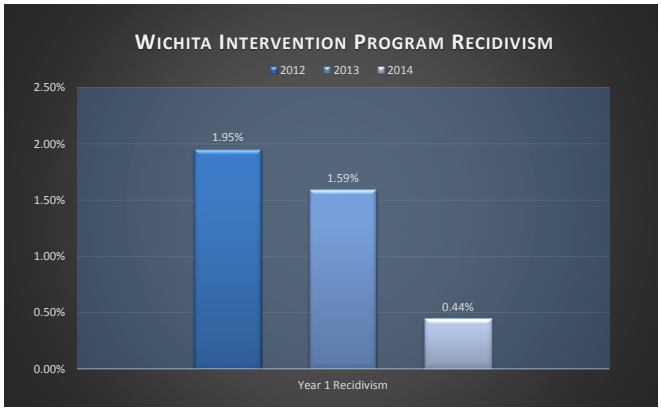
Judges have initiated several strategies aimed at adjudicating cases more efficiently. In addition to addressing any pending or warranted case that a defendant has, the Court also consolidates cases when a defendant has been charged with multiple violations of different case types. By consolidating multiple case types and addressing all pending cases during court hearings, the Court is able to adjudicate multiple cases and case types in a minimal number of hearings. This reduces the number of bench warrants issued, and the number of continuances granted by the court.

Generally, the adjudication of a drug or DUI case is more complex and may take more time than a traffic or parking case. In 2014, 71% of drug and 66% DUI cases were adjudicated in less than 180 days. 84% of traffic and 85% of general parking cases were disposed within 180 days.

In an effort to adjudicate cases more efficiently, the Court recently completed a project that installed networked audio/video equipment in each of its four main courtrooms. The equipment will improve court hearings by providing tools to display video evidence and play audio recordings. The Court is also utilizing an offsite foreign language interpreter service to interpret languages that can't be handled by the Court's local vendor. The installation of the audio/video equipment and the use of the offsite interpreter will positively impact time to disposition rates by reducing the number of bench warrants issued, and the number of continuance granted.

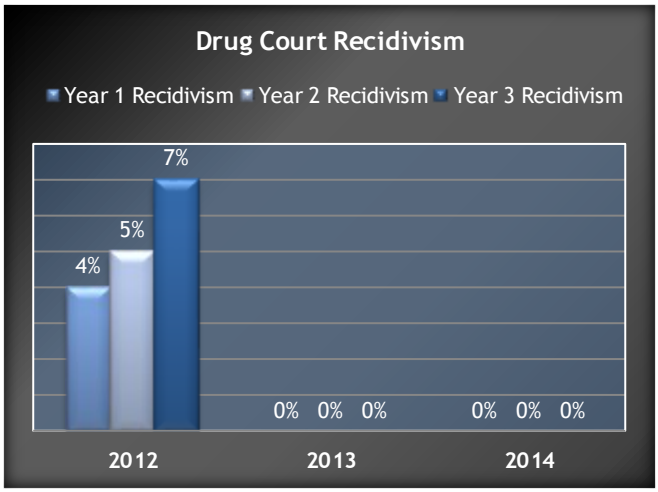
Through continued partnerships with the Sedgwick County Day Reporting Center, Pretrial Services, as well as utilizing alternative sentencing methods such as house arrest, alcohol monitoring and work release, the City's potential jail bill was reduced by an estimated $2.5 million.





The Wichita Intervention Program (WIP) provides intervention services to first time DUI offenders. In 2014, 938 DUI offenders were referred to the program. 452 of these offenders were referred by Municipal Court Judges. In addition to providing intervention services, WIP meets the state mandated 48 hour jail requirement for first time DUI offenders. Historically, the one-year recidivism rate for offenders completing the program is less than 2%.

Drug courts are problem-solving courts that operate under a specialized model in which the judiciary, prosecution, defense bar, probation, law enforcement, mental health, social service, and treatment communities work together to help non-violent offenders find restoration in recovery and become productive citizens. In 2014, 49 participants completed the City of Wichita Drug Court Program. There have been no drug related convictions among those Drug Court graduates that have completed the program since 2013. By comparison, the one-year recidivism rate for defendants placed on a standard probation is 10%.



HIGHLIGHTS AND ACCOMPLISHMENTS

- **Court case clearance rate exceeded 100%.**
- **81% of all cases disposed within 180 days of filing.**
- **Less than 1% of all cases appealed to District Court were overturned.**
- **325 defendants with mental illness and/or drug addictions received treatment through the City of Wichita Mental Health Court and Drug Court programs.**
- **1,500 defendants ordered to non-traditional sentencing options resulting in decreased jail overcrowding and a reduced jail bill.**
- **Implemented new process to reduce jail bookings by serving warrants and issuing defendants a new court date through Judges Chambers.**
- **Initiated court ordered anger management and domestic violence awareness training programs for defendants appearing in court on charges stemming from anger management and/or domestic violence related incidents. 232 participants enrolled in the programs in 2014.**
- **Assisted citizens in resolving outstanding obligations through a partnership with Center of Hope. In 2014, 40 participants completed the required life-skills program and performed over 1,350 hours of community service.**
- **Revised payment plan guidelines in an effort to increase compliance with judicial orders and court collections.**
- **Increased efficiency of court hearings and reduced continuances through the use of technology.**
- **Participated in periodic meetings with City staff aimed at improving Environmental Court processes and outcomes.**

Wichita, Kansas
April 6, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty 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, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated March 30, 2015, were read and on motion approved.

Bids were opened April 3, 2015, pursuant to advertisements published on:

Wastewater Treatment Plant 2 Emergency Power Installation (north of 63rd Street South, east of Hydraulic) (468-84956/624116/654003) Does not affect existing traffic. (District III)

Dondlinger and Sons Construction Co. -	$2,596.000.00	Base Bid
	$28,500.00	Option 1
	$4,000.00	Option 2
	$15,000.00	Option 3
	<5,000.00.00>	Option 4 - Deduct
	320.00>	Option 6 - Deduct
	$2,627,180.00	Bid Total

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Truck Mounted Spray Injection Machine and 35,000 GVWR Cab and Chassis.

Defer one week

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Replace and Renovate Garage Elevators.

Defer one week

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISON: Construct Biofilter Media Containment Bed.

Dondlinger and Sons Construction Co Inc. $83,800.00

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
March 30, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Golty-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated March 23, 2015, were read and on motion approved.

Bids were opened March 27, 2015, pursuant to advertisements published on:

2014/2015 KLINK US-54, 111th to 119th Street West. (US-54, 119th to 111th Street West) 472-85173 (707073)

Cornejo & Sons, LLC - $653,238.75

2015 Outsourced Pavement Preservation Program Joint and Crack Seal (various locations) (472-85203/132726/) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III, IV, VI)

PPJ Construction* - $374,459.80 *Negotiated to Engineer's Estimate

Kackley Circle (east of Tyler, south of 37th Street North) 472-84755 (766322)

Kansas Paving Company* -$250,614.75.

* Award 04/28/2015 subject to City Council Approval of new Engineer's Estimate of and Budget Authorization.

Stormwater Drain #395 The Steppes at Ark Valley 468-84980 (751529)

Mies Construction* - $163,203.20

* Award 04/28/2015 subject to City Council Approval of new Engineer's Estimate and Budget Authorization.

Fairmount Park Basketball Court Reconstruction, remove existing pavement and replace with new standards for basketball courts, add sidewalk from existing to new court (east of Hillside, south of 17th Street N) (472-85198/796008/440162) See Special Provisions. Friendship Park Basketball Court Construction (east of Hillside, south of Lincoln) (472-85212/ 092422/) See Special Provisions. (District I)

Kansas Paving Company - $52,125.00 Group 1
$46,800.00 Group 2
$98,925.00 Bid Total

2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs (various locations) (472-85206/707084/211547) Traffic to be maintained during construction using flag persons and barricades. (District I, II)

Barkley Construction* - $783,500.00 * Engineer's Estimate

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: April 6, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

March 20, 2015

2014/2015 Klink US-54, 111th to 119th Street W. – Public Works & Utilities Department/Engineering Division
Cornejo & Sons, LLC **$653,238.75**

March 27, 2015

2015 OP3 Joint & Crack Seal (Various Locations) – Public Works & Utilities Department/Engineering Div.
PPJ Construction **(Negotiated to Engineer's Estimate)** **$374,459.80**

Paving – Kackley Circle (east of Tyler, south of 37th Street North) – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **(Award 4-28-15 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)** **$250,614.75**

Stormwater Drain #395 to serve The Steppes at Ark Valley – Public Works & Utilities Dept./Engineering Div.
Mies Construction **(Award 4-28-15 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)** **$163,203.20**

Basketball Court Reconstruction – Public Works & Utilities Department/Engineering Division

Kansas Paving Company	**Group 1 – Fairmount Park**	**$52,125.00**
	Group 2 – Friendship Park	**46,800.00**
	Aggregate Bid Total	**$98,925.00**

2015 OP3 CIP Thermal Crack Repairs Phase 1 (Various Locations) – Public Works & Utilities Department/Engineering Division
Barkley Construction **(Engineer's Estimate)** **$783,500.00**

April 3, 2015

Wastewater Treatment Plant 2 Emergency Power Installation – Public Works & Utilities Department/Engineering Division

Dondlinger & Sons Construction Co., Inc.	**Base Bid**	**$2,596,000.00**
	Option 1 (Add)	**28,500.00**
	Option 2 (Add)	**4,000.00**
	Option 3 (Add)	**15,000.00**
	Option 4 (Deduct)	**<5,000.00>**
	Option 6 (Deduct)	**<11,320.00>**
	Aggregate Bid Total	**$2,627,180.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

April 3, 2015

Truck Mounted Spray Injection Machine and 35,000 GVWR Cab and Chassis – Public Works & Utilities Department/Fleet & Facilities Division **(Defer to April 13, 2015)**

Replace & Renovate Two (2) Passenger Elevators in the Parking Garage Located at 215 S. Market – Public Works & Utilities Department/Fleet & Facilities Division **(Defer to April 13, 2015)**

Construct a New Biofilter Media Containment Bed – Public Works & Utilities Dept./Sewage Treatment Division
Dondlinger & Sons Construction Company, Inc. **$83,800.00**

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 - March 20, 2015

RQ540211

FB540025		Engineer's Construction Estimate	Cornejo & Sons LLC	Kansas Paving Company	
2014/2015 KLINK US -54, 111th to 119th St. W		$724,367.00	$653,238.75	$727,260.00	
	BID BOND				
(US-54, 119th to 111th St. W)	ADDENDA	2	X	X	
472-85173 (707073)					
		Engineer's Construction Estimate	Dondlinger & Sons		
2014/2015 KLINK US -54, 111th to 119th St. W		$724,367.00			
	BID BOND				
(US-54, 119th to 111th St. W)	ADDENDA	2			
472-85173 (707073)					
		Engineer's Construction Estimate			
2014/2015 KLINK US -54, 111th to 119th St. W		$724,367.00			
	BID BOND				
(US-54, 119th to 111th St. W)	ADDENDA	2			
472-85173 (707073)					
		Engineer's Construction Estimate			
2014/2015 KLINK US -54, 111th to 119th St. W		$724,367.00			
	BID BOND				
(US-54, 119th to 111th St. W)	ADDENDA	2			
472-85173 (707073)					

CHECKED BY: mp

REVIEWED BY: ps

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540321

FB540049		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2015 OP3 Joint & Crack Seal		$374,459.80			$400,385.94
	BID BOND				
(Various locations)	ADDENDA	1			
472-85203 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Scodeller Construction
2015 OP3 Joint & Crack Seal		$374,459.80		$1,440,230.00	$429,188.54
	BID BOND				
(Various locations)	ADDENDA	1			
472-85203 (132726)					
		Engineer's Construction Estimate	PPJ Construction	Circle C Paving & Construction	
2015 OP3 Joint & Crack Seal		$374,459.80	$388,862.10	$414,786.24	
	BID BOND		X	X	
(Various locations)	ADDENDA	1	X	(under Law review)	
472-85203 (132726)					
		Engineer's Construction Estimate			
2015 OP3 Joint & Crack Seal		$374,459.80			
	BID BOND				
(Various locations)	ADDENDA	1			
472-85203 (132726)					

Contract negotiated for Engineer's Estimate of $374,459.80

CHECKED BY: mjs

REVIEWED BY: SM

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540322

FB540050		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Kackley Circle			$299,896.00		$282,857.93
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Kackley Circle				$250,614.75	
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate			
Kackley Circle					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate			
Kackley Circle					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					

Award 04-28-15 subject to City Council Approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: mp

REVIEWED BY: [illegible]

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540323

FB540051		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Stormwater Drain #395			$221,321.45	$168,845.25	$163,203.20
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Stormwater Drain #395			$178,089.00	$194,604.30	
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Drain #395					
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate			
Stormwater Drain #395					
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					

Award 04-28-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: mjs

REVIEWED BY: KM

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540244

FB540052		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Fairmount Park Basketball Court Reconstruction 472-85198 (796008)	Group 1	$60,000.00			
Friendship Park Basketball Court Construction 472-85212 (092422)	Group 2	$67,800.00			
	BID BOND				
	ADDENDA	1			
BID TOTAL		$127,800.00			

		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Danco Enterprises
Fairmount Park Basketball Court Reconstruction 472-85198 (796008)	Group 1	$60,000.00		$52,125.00	$55,070.00
Friendship Park Basketball Court Construction 472-85212 (092422)	Group 2	$67,800.00		$46,800.00	$51,900.00
	BID BOND			X	X
	ADDENDA	1		X	X
BID TOTAL		$127,800.00		$98,925.00	$106,970.00

		Engineer's Construction Estimate	Dutton Construction		
Fairmount Park Basketball Court Reconstruction 472-85198 (796008)	Group 1	$60,000.00	$55,500.00		
Friendship Park Basketball Court Construction 472-85212 (092422)	Group 2	$67,800.00	$48,700.00		
	BID BOND		X		
	ADDENDA	1	X		
BID TOTAL		$127,800.00	$104,200.00		

		Engineer's Construction Estimate			
Fairmount Park Basketball Court Reconstruction 472-85198 (796008)	Group 1	$60,000.00			
Friendship Park Basketball Court Construction 472-85212 (092422)	Group 2	$67,800.00			
	BID BOND				
	ADDENDA	1			
BID TOTAL		$127,800.00			

CHECKED BY: mjs

REVIEWED BY: pb

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540342

FB540053		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2015 OP3 CIP Thermal Crack Repairs Phase 1		$783,500.00		$622,615.00	$1,325,535.00
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85206 (707084)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	PPJ Construction
2015 OP3 CIP Thermal Crack Repairs Phase 1		$783,500.00		$911,450.00	$647,065.00
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85206 (707084)					
		Engineer's Construction Estimate			
2015 OP3 CIP Thermal Crack Repairs Phase 1		$783,500.00			
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85206 (707084)					
		Engineer's Construction Estimate			
2015 OP3 CIP Thermal Crack Repairs Phase 1		$783,500.00			
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85206 (707084)					

CONTRACT AWARDED FOR ENGINEER'S ESTIMATE $783,500.00

CHECKED BY: mj

REVIEWED BY: pl

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 3, 2015

RQ540295

FB540045		Engineer's Construction Estimate	Dondlinger & Sons Construction Co.	Wildcat Construction	Utility Contractors
Wastewater Treatment Plant 2 Emergency Power Installation		$2,789,300.00			
Labor, Material, and Equipment to Install Emergency Power Equipment	Base Bid		$2,596,000.00	$2,623,000.00	$2,649,000.00
	Option 1		$28,500.00	$29,000.00	$29,500.00
	Option 2		$4,000.00	$22,000.00	$3,000.00
	Option 3		$15,000.00	$15,000.00	$15,500.00
	Option 4		($5,000.00)	($5,000.00)	($5,000.00)
	Option 5		Deleted	Deleted	Deleted
	Option 6		($11,320.00)	($11,320.00)	($11,320.00)
468-84956	BID BOND				
(624116)	ADDENDA	2			
BID TOTAL			2,627,180.00	2,672,680.00	2,680,680.00
		Engineer's Construction Estimate			
Wastewater Treatment Plant 2 Emergency Power Installation		$2,789,300.00			
Labor, Material, and Equipment to Install Emergency Power Equipment	Base Bid				
	Option 1				
	Option 2				
	Option 3				
	Option 4				
	Option 5				
	Option 6				
468-84956	BID BOND				
(624116)	ADDENDA	2			
BID TOTAL					
		Engineer's Construction Estimate			
Wastewater Treatment Plant 2 Emergency Power Installation		$2,789,300.00			
Labor, Material, and Equipment to Install Emergency Power Equipment	Base Bid				
	Option 1				
	Option 2				
	Option 3				
	Option 4				
	Option 5				
	Option 6				
468-84956	BID BOND				
(624116)	ADDENDA	2			
BID TOTAL					

CHECKED BY: mp

REVIEWED BY: pf

City of Wichita, Kansas

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: FB540054 **Truck Mnt Spray Inject w/Cab & Chassis** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works and Utilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
MCCONNELL & ASSOCIATES CORP	Complete	$174,310.00	Defer to 04/13/2015 Public Works & Utilities Dept./Fleet & Facilities Division

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City of Wichita, Kansas

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: FB540056 **Replace & Renovate Garage Elevators** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
MINNESOTA ELEVATOR INC (MEI)	Complete	$404,622.00	Defer to 4-13-15 Public Works & Utilities Dept./Fleet & Facilities Division
KONE INC	Complete	$716,100.00	

Top of the Page

City of Wichita, Kansas

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: FB540057

Constrct Biofilter Media Containment Bed

Close Date/Time: 4/3/2015 10:00 AM CST

Solicitation Type: *Formal Bid*

Return to the Bid List

Award Method: Aggregate Cost

Department: Public Works and Utilities

Responses: 2

Vendors	Complete	Bid Total	City Comments
DONDLINGER & SONS CONSTRUCTION CO INC	Complete	$83,800.00	Award 4/7/2015 Public Works & Utilities Dept/Sewage Treatment Division
UTILITY CONTRACTORS INC	Complete	$90,296.00	

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 7, 2015

a. Tree Removal on Douglas Bridge @ Linden, Tyler from 29th to 37th, and Meridian from McCormick to Pawnee (multiple locations) (472-85119/472-84921/472-85124/472-85161/472-85031/715731/707028/707060/707068/705011/249147/210493/211524/211532/401511) Traffic to be maintained during construction using flagpersons and barricades. (District II,IV,V) - $315,700.00

Districts II, IV, V

To be Bid: March 20, 2015

PRELIMINARY ESTIMATE of the cost of:
Tree Removal on Douglas Bridge @ Linden, Tyler from 29th to 37th, and
Meridian from McCormick to Pawnee

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	MEASURED QUANTITY BID ITEMS (715731)		
1	Tree Removal, Small	9	ea
2	Tree Removal, Large	9	ea
	MEASURED QUANTITY BID ITEMS (707028)		
3	Tree Removal, Small	8	ea
4	Tree Removal, Large	8	ea
	MEASURED QUANTITY BID ITEMS (707060)		
5	Tree Removal, Small	15	ea
6	Tree Removal, Large	30	ea
	MEASURED QUANTITY BID ITEMS (707028)		
7	Tree Removal, Small	3	ea
8	Tree Removal, Large	5	ea
	MEASURED QUANTITY BID ITEMS (705011)		
9	Tree Removal, Small	60	ea
10	Tree Removal, Large	10	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection (707028)
Administration
Publication (707028)
Water Dept

Total Estimated Cost $315,700.00

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

Agenda Item No. II-4a

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Equus Beds Funding Addendum Number Six with Kansas Water Office

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the addendum to the Memorandum of Understanding with the Kansas Water Office to process State funding for the Equus Beds Aquifer Recharge and Recovery Project.

Background: On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop the water supplies the City needs through the year 2050. On July 10, 2007, the Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) project. In 2008 and subsequent years, the Council established a state legislative priority of obtaining state funding for the ASR project. In response to the City's request, the following state funding has been awarded:

2008 Legislature: $1 million
2009 Legislature: $300,000
2010 Legislature: $565,531
2011 Legislature: $657,459
2012 Legislature: $500,000
2013 Legislature: $499,166
2014 Legislature: $449,225

Analysis: State legislative funding of the Equus Beds ASR project was initiated in 2008 with expectation that future funding would be considered for the duration of Phase II of the project, an estimated seven years. Administration of that funding is handled through the Kansas Water Office. To facilitate the transfer of funds from the State of Kansas to the City, a Memorandum of Understanding has been prepared between the City and the Water Office. The memorandum was initiated the first year of the grant award, and has been updated by addendum in subsequent years. The MOU describes which parts of the project are eligible for funding, and how the City will invoice the Water Office for those expenditures. It will remain in effect as long as state funding is available, including funds currently allocated and any future allocations.

Financial Consideration: The State has awarded $449,225 for fiscal year 2015, bringing the total amount appropriated to $3,971,381 for the ASR – Phase II project. The addendum presented for Council approval and the Mayor's signature will be returned to the Kansas Water Office for signature by the agency's executive director.

Legal Considerations: The Law Department has reviewed Addendum Number Six and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve Addendum Number Six with the Kansas Water Office and authorize the necessary signatures.

Attachments: Addendum Number Six

Addendum Number Six
to
The Original Grant Agreement
Kansas State Water Plan Funding of
Equus Beds Aquifer Storage and Recovery
Project(s) in the Lower Arkansas River Basin
KWO number 09-0111

This Addendum to the Original Grant Agreement for Kansas State Water Plan Funding of the Equus Beds Aquifer Storage and Recovery Projects(s) in the Lower Arkansas Basin (herein after "Addendum") adds additional State Water Plan Fund financial support for Fiscal Year 2015 to the original agreement between the Kansas Water Office (hereinafter "KWO,") and the City of Wichita, Kansas, as originally executed on March 10, 2009 and March 19, 2009 by and between the parties..

The parties agree to the following addition to Paragraph III in the original agreement entitled PAYMENTS:

> The parties agree that Paragraph III is modified by adding the following funding from the State of Kansas, through the State Water Plan, for Kansas Fiscal Year 2015 in an amount not to exceed Four hundred and forty nine thousand two hundred and twenty five and No/100 dollars ($449,225) in United States currency, for implementing or furthering the project(s) discussed in the original agreement between the parties.

In agreement to the terms of this Addendum number six, we set our hand the date we have executed this Addendum, under the authority and power granted to us by virtue of our position or office.

For the Kansas Water Office

Tracy Streeter
Director, Kansas Water Office

Date_____

For the City of Wichita

Carl Brewer
Mayor

Date_____

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe, Interim City Attorney &
Director of Law

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City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 5 for Improvements to 13th Street North, 119th to 135th Streets West (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement and place the amending ordinance on first reading.

Background: On May 4, 2004, the City approved an agreement with Schwab-Eaton, P.A., for the design of paving improvements to 13th Street North, between 119th and 135th Streets West. Four supplemental agreements have been approved for the project to date.

Agreement	Date Approved	Services Provided	Cost
Original	May 4, 2004	Original design services agreement.	$117,800
Supplemental No. 1	September 13, 2005	Additional set of plans detailing the relocation of existing and construction of new water lines as requested by the Water Department.	$9,500
Supplemental No. 2	June 20, 2006	Revision of an existing water line due to revisions made to an adjacent project which affected the tie-in location of this project.	$2,750
Supplemental No. 3	August 21, 2012	Separate set of signalization plans due to project delays and increases in area traffic.	$2,950
Supplemental No. 4	September 25, 2012	Updates to project plans made in an effort to capture additional funding.	$85,230
		Total cost of design services to date:	$218,230

In late 2006, the project was put on hold due to a lack of funding. The project was restarted in mid-2012 in an effort to capture two different types of federal funding. Both funding sources were ultimately denied, forcing the project to be placed on hold once again.

Analysis: The design work completed for this project to date has been fully reviewed and approved by the Kansas Department of Transportation (KDOT), including environmental clearance. The condition of 13th Street and the status of the design work make it a quality candidate to receive future de-obligated federal funds that are typically available each year through the Wichita Area Metropolitan Planning Organization (WAMPO). Staff proposes reviving the project with a revised design concept and attempting to capture these federal funds for construction.

The project was originally designed as a five-lane roadway. In December 2013, when office check plans were completed, City staff re-evaluated the design based on projected traffic volumes, area growth, construction costs and schedules, and determined that a three-lane roadway would be sufficient. The cost of the additional design work will be leveraged against the estimated $2 million in savings on utility relocation and construction costs that will be provided by the revised design concept. An updated survey of the project area is needed due to development, utility revisions, and other changes made since the last survey was completed nearly 10 years ago. A supplemental agreement has been prepared to provide the necessary design modifications and additional survey work.

Financial Considerations: The cost of the additional design work is $266,060, which would bring the design contract total to $484,290. Funding is available in the existing budget.

On December 14, 2004, the City Council approved a budget of $2,100,000, with $1,100,000 in federal aid, a $300,000 contribution from Sedgwick County, and $700,000 in general obligation (GO) at-large bond funding. Since that time, both the federal aid and Sedgwick County's contribution have been retracted, leaving $700,000 in GO bond funding for this project. An amending ordinance has been prepared to correct the budget.

The Proposed 2015-2024 Capital Improvement Program includes $4,000,000 in GO at-large bond funding for construction in 2019. If design is approved in 2015 as requested by staff (utilizing GO at-large funding previously approved by the City Council for this project), this project would become an attractive candidate for any de-obligated WAMPO funding. This could potentially accelerate the GO at-large funding share from 2019, but also significantly reduce any potential City GO at-large costs by utilizing federal funds. After design is completed, if de-obligated federal funding is not forthcoming, staff would anticipate initiation of construction in 2019, utilizing the programmed GO at-large funding.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement and amending ordinance as to form.

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement, place the amending ordinance on first reading, and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Supplemental Agreement No. 5, budget sheet, and amending ordinance.

Project Request

○ CIP ◉ Non-CIP

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 472-84131

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Apr 7, 2015 REQUEST DATE:

PROJECT # : 204379 PROJECT TITLE: 13th St N, 135th to 119th Streets West

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: 13th St N, 135th to 119th Streets West

OCA # : 706913 OCA TITLE: 13th St N, 135th to 119th Streets West

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
8062 Federal pass thru State	$1,100,000.00	($1,100,000.00)	$0.00
8079 Other County Aid	$300,000.00	($300,000.00)	$0.00
9720 G.O. Bonds	$700,000.00	$0.00	$700,000.00
	$0.00	$0.00	$0.00
	$2,100,000.00	($1,400,000.00)	$700,000.00

Expense Object Level 3			
2999 Contractuals	$2,100,000.00	($1,400,000.00)	$700,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$2,100,000.00	($1,400,000.00)	$700,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 03/05/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE: 5 Mar 2015

CITY MANAGER: DATE:

SUPPLEMENTAL AGREEMENT NO. 5

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

SCHWAB EATON

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **13TH STREET NORTH, 135TH TO 119TH STREET WEST** (Project No.472-84131_706913).

WHEREAS, Paragraph IV. B. of the above referenced Agreement 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:

Storm Sewer Extension and Re-design for a 3-Lane Roadway
(see Attached for details)

The Scope of Services noted in Section I. and identified as Exhibit A in the above reference Agreement is hereby revised and replaced with the attached 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 **$266,060.**

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 within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Field check plans of the project for distribution to utilities by June 1, 2015.

(b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by November 2, 2015.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe (OSW)

Sharon Dickgrafe, Interim City Attorney
and Director of Law

SCHWAB EATON

Charles D. Murff Jr., Vice President

(Name and Title)

ATTEST:

Shelley L. Clasen

EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A".**

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S

best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)

2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:

   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

   (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A")** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

   (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.

   (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

   (e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

   (f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.**

The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A" also available on the City's FTP site)** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

(e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.

(i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

6. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a preconstruction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.

(d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

(e) S. I. & A. for Bridges. Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a *Storm Water Pollution Prevention Plan* and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and *requirement* of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No, 2 to Exhibit "A" – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, *description, and BL station for each point, for the following:*

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- *end of manhole stubs (when longer than five feet)*

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- *center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets*
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
    - centerline @ 100' Sta on tangent sections
    - pc/pt points & 50' along curves
- special drainage swales
    - pc/pt points, pi's & 50' Sta in between
- ponds
    - any grades breaks between pond bottom and rear property line
    - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves. **ELEVATION SHALL BE TO TOP OF ROCK BASE**.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: ☐ **Office Check:** ☐

UTILITY: _____ **Checked by**_____ **on** _____

Utility Location:

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Utility is located in Private Easement

☐ Private Easement Documentation Attached

☐ Utility will need to relocate and is interested in **proposed** ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

_____

_____

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

_____

_____

Utility Plan Review:

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)														
Current Date	CDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)
2/21/2013	1111111/ 2222222	Kaliman	Ken Lee/ Reggie A Rohm	2/21/2013	2/21/2013			No			

	Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)		Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)									
Location in Project: (Describe Existing Facilities)									
Relocation Needs:									
Comments:									
Westar (Transmission)									
Location in Project: (Describe Existing Facilities)									
Relocation Needs:									
Comments:									

KGS
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
Black Hills
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
AT&T
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities) **Relocation Needs:**
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

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.

Schwab Eaton

January 28, 2015

Mr. Gary Janzen, P.E.
City Engineer
City of Wichita
Dept. of Public Works and Utilities
Engineering and Architecture Division
455 N. Main, 7th Floor
Wichita, KS 67202

Attn: Marty Strayer

Re: Revised Supplemental Request for Additional Services –
Revise Project from 5-Lane to 3-lane Roadway
13th St. North from 135th St. to 119th St. West
Project No. 472 84010

Dear Mr. Janzen:

Schwab Eaton was retained in 2004 to design improvements to 13th Street North from 135th Street to 119th Street West. In early January 2006, Office Check plans were submitted to the City. Shortly thereafter, the project was shelved.

In February of 2009, the project was resurrected based on its selection by WAMPO for ARRA funding. Schwab Eaton proceeded with survey and design to update the project plans. After approximately 10 weeks of effort, the project was pulled from ARRA funding and placed on hold.

In June 2012, Schwab Eaton received a request to pull the traffic signal design for 119th St. W. and 13th St. N. from the project and create a standalone traffic signal project for this intersection. Schwab Eaton completed this work and submitted final plans in October 2012.

In addition to separating the above referenced traffic signal, the City requested that Schwab Eaton resurrect the project and prepare updated plans addressing existing conditions that had changed and revised design criteria since 2010. Schwab Eaton moved forward with design and coordination and submitted revised Office Check Plans for the project in December 2013. Without constructions funds allocated, the project was again placed on hold.

Schwab Eaton efforts through the December 2013 Office Check Plan submittal have been covered by a combination of the Original Contract and subsequent supplemental, with one exception. In November 2013, the decision was made to replace the existing storm sewer system from West of Azure Lane to the Cowskin Creek. The survey, design, and plan production effort for approximately 540' of additional storm water sewer will therefore be included in this supplemental agreement request.

Since Office Check Plans were completed in December of 2013, the City, re-evaluated this project based on traffic, growth, cost, and schedule and determined that traffic volumes, existing and projected did not warrant a 5-lane roadway section. Additionally, the anticipated cost of redesign would be offset several times over by savings in construction costs. Therefore, the City requested Schwab Eaton to prepare a request for a supplemental agreement to re-design 13th St. N. – 119th St. W. to 135th St. W. to a 3-lane roadway section with right-turn lanes at the residential side street intersections. The proposed improvements will begin approximately 800' west of 135th St. W. and extend to near the Cowskin Creek. The intersection with 135th St. W. will remain designed with 5-lane approaches on all 4 approaches. The improvements along 135th St. are anticipated to begin approximately 600' south of 13th St. and extend to approximately 230' N. of 13th St. A separate set of traffic signalization plans for the intersection of 13th St. N. and 135th St. West will continue to be carried forward to completion.

Based on the change in scope of improvements and the elapsed time since the original design the following tasks have been identified to complete the project and are considered to be additional services. With this letter, Schwab Eaton is requesting a supplemental agreement to cover these additional services.

Scope of Services:

Part A – Storm Sewer Extension

In November 2013, during office check design for the 5-lane roadway, Schwab Eaton initiated discussions to confirm with City staff to continue to carry forward our design utilizing approximately 600' of undersized storm sewer west of the 13th St. improvements as an outfall into the Cowskin Creek. As a result, Schwab Eaton and City staff agreed that because of the significant decrease in street ponding during the design storm this existing system should be replaced. Specifically, the required tasks are as follows:

- Additional topographic survey.
- Hydrologic, hydraulic, and geometric design for approximately 600' storm sewer replacement, including plan preparation, quantities, details, and summaries.

Part B – Redesign for 3-lane Roadway

The following tasks are those required to re-design 13th St. based on a 3-lane roadway with right turn lanes:

- Complete topographic survey for the project. (Note: Existing survey was completed in 2004, and supplemented several times throughout the project.)
- Request existing utilities are marked in the field prior to survey.
- Verify/re-establish project survey control.
- Indentify and update all property ownership information for adjacent parcels.
- Prepare base file with current topographic and planimetric information.
- Revise the horizontal geometrics for a 3-lane roadway section with additional right-turn lanes at the residential side street intersections, 5-lane approaches on all legs of the 135th W. and 13th W intersection and raised median islands where the center lane is not required for left turn movements, and raised medians on all approaches at 13th and 135th.
- Prepare Right-of-Way, Permanent Easement, and Temporary Easement descriptions and tract maps for the project. (Anticipate 20 tracts maximum.)

- Revise profile grade as required to best fit the 3-lane roadway section with parking slopes between 4% and 6:1 and minimize conflicts with the Westar transmission line in the north right-of-way.
- Adjust side street geometrics and profiles to tie into the 3-lane roadway.
- Redesign the storm sewer system including hydrologic, hydraulic, and geometric configuration to fit the 3-lane roadway. Prepare revised storm sewer plan and profile sheets.
- Add water quality structures to the storm sewer system at major outfall locations. Prepare an operation and maintenance manual for the storm water quality structures.
- Prepare 3-lane concept displays for presentation at DAB. Plan for one DAB presentation near Field Check.
- Prepare ULCC plans and conflict list. Submit ULCC information to the City and attend one ULCC meeting.
- Prepare and maintain utility coordination tracking documentation throughout the design process. Coordinate as required with individual utility owners regarding conflicts.
- Prepare new paving bubble maps including text file.
- Prepare new storm sewer bubble maps including text file.
- Update all standard drawings included in the plans as required.
- Prepare new typical section sheets for 3-lane roadway.
- Prepare new cross-sections for the project.
- Calculate new quantities for the project.
- Prepare new quantity summary and recapitulation tables and sheets for the project.
- Develop a revised construction sequence and traffic control plans for the project based on the 3-lane roadway. The plans should accommodate 1-way traffic eastbound throughout construction.
- Modify the plans to accommodate a "side path" (per the Wichita Bicycle Master Plan) on the north side of 13th. The side path is anticipated to be 10' wide.
- Revise Landscape plans for a 3-lane roadway.
- Prepare permanent signing and pavement marking plans for a 3-lane roadway.
- Prepare erosion control plans per City of Wichita Standards.
- Update separate plan set for the traffic signal at 135th and 13th Street. (Note: The service boxes and conduits are to be shown and installed as part of the street project.)
- Prepare and submit NOI and SWPPP for the project.
- Prepare and Submit C of E and DWR permits.
- On-site compensatory storage design if required. (Note: This does not include off-site design if a FEMA LOMA or LOMR is required.)
- Prepare periodic Opinions of Probable Construction Costs for the project at milestone submittals.
- Prepare and submit Field Check plans. Participate in a Field Check review meeting.
- Prepare and submit Office Check plans. Participate in an Office Check review meeting.
- Prepare and submit Final Check plans.
- Submit Final Plans and Opinion of Probable Construction Costs for construction letting.
- Attend a pre-bid conference if held and assist City staff with questions from contractors during the bidding process. Assist with development of addenda as required during the bidding process.
- Attend pre-construction conference.
- Review shop drawings for the project (excludes traffic signal shop drawings).
- Attend one pre-construction public informational meeting.
- Set permanent field monumentation for all new right-of-way.
- Mark all right-of-way along the project one time for utility relocation when directed by the City.
- Prepare and submit endangered section corner reports for two section corners.

- Mark monument box locations and reset two disturbed section corners during construction.
- Prepare and submit permanent section corner reports following construction.
- Provide a list of known encroachments into the right-of-way.
- Provide a list of driveways to be reconstructed.
- Provide a list of water services/water meters to be adjusted.

There are no water lines or sanitary sewer lines that are anticipated to conflict with the project requiring relocation. Therefore, no effort has been included for the preparation of waterline or sanitary sewer relocation plans.

We request that our original contract be supplemented to increase the design fee by as follows to cover our costs for modifying the Scope of Services as described above:

Part A – Storm Sewer Extension – 41 man-hours for a lump sum of $4,060.00.

Part B – Re-design for 3-lane Roadway – 2516 man-hours for a lump sum fee of $260,500.00.

This results in a total requested increase of $266,060.00

A breakdown of the man-hours associated with each task has been included for your use. Thank you for your consideration, and please do not hesitate to contact us if you have any questions.

Sincerely,

Schwab Eaton

Charles D. May, Jr. P.E.
Vice President

13th Street West - 119th St. N to 135th St. N
Supplemental No. 8

By CDM

Date: 1/28/2015

TASK	Superv/ Proj. Mgr	Proj. Engineer	Design Engineer	Cad Tech	Survey Chief	Survey Crew	Sub-Totals
PART A - STORM SEWER EXTENSION							
Storm Sewer Extension							0
Additional Topographic Survey					1	8	9
Storm Sewer Design		20		12			32
SUBTOTAL	0	20	0	12	1	8	41
PART B - 3-LANE ROADWAY DESIGN							
Survey							
horizontal and vertical control					2	4	6
topographic survey incl. utilities					18	68	86
deed research and section corner reports					20	4	24
tract maps (20 max.)				18	36		54
set new R/W pins					2	4	6
stake R/W for utilities					4	16	20
reset Section corners					4	8	12
SUBTOTAL	0	0	0	18	86	104	208
Design for 3-Lane Roadway							
prepare base files based on field data		8		44			52
horizontal geometrics wright turn lanes	8	24	24				56
profile grade (incl. parking slopes)	24	44	12				80
sidestreet intersection geometrics & jointing	2	10	10				22
sidestreet profile grades & spot elevations	4	18	28				50
sidewalk & side path H&V design	2	22	44				68
prepare plan sheets		44	44	88			176
sidewalk & side path H&V design	2	12	24				38
paving bubble map		8	16	32			56
Re redesign storm sewer system							0
horizontal and vertical geometry	4	68		24			96
hydrology and hydraulics	8	100					108
add water quality structures		4	4	8			16
prepare plan and profile sheets	16	40	24	48			128
prepare storm sewer bubble map		4	24	36			64
water quality design and O&M manual		8					8
typical sections	2	2	4	8			16
update standard drawings			4	4			8
cross sections	8	40	20	40			108
quantities	4	48	32	24			108
opinions of probable costs	4	12	8				24
summaries and recapitulation of quantities	4	12	16	32			64
construction sequencing & traffic control	4	24	24	24			76
landscape plans		8	24	32			64
perm. Signing & pavement marking	4	8	8	16			36
erosion control plans		4	8	12			24
13th and 135th Street Traffic Signal							
update separate signal plan set		8	8	8			24
show service boxes & conduits on 13th St plans		4		4			8

13th Street West - 119th St. N to 135th St. N
Supplemental No. 5

By CDM

Date: 1/28/2016

TASK	Superv/ Proj. Mgr	Proj. Engineer	Design Engineer	Cad Tech	Survey Chief	Survey Crew	Sub-Totals
Permitting							
NOI and SWPPP		8	24	8			40
C of E 404 and DWR permit applications		8	8	4			20
District Advisory Board							
prepare 3-lane concept displays for DAB	2	8		16			26
attend one DAB meeting	2	2					4
Utility Coordination							
prepare ULCC plans and conflict lists		8	16	32			56
attend one ULCC meeting		4					4
additional utility coordination & documentation		32	64				96
Field Check							
Submit plans		4		4			8
Review meeting	4	4					8
QA/QC	16	12					28
Office Check							
Submit plans		4		4			8
Review meeting	4	4					8
QA/QC	32	32					64
Final Plan Review							
Final Revisions		16	16	16			48
QA/QC	16	16					32
Final Submittal							
plans, estimate, CADD files		4	4	8			16
bubble map text files		2		2			4
list of driveway construction		2					2
list of Water service/meter adjustments		4					4
list of encroachments		4					4
Post Letting							
Pre-Bid Conference / contractor questions	2	12					14
Pre-Construction Conference	2	4					6
Pre-Construction Public Info. Meeting	2	4					6
shop drawing review		24					24
construction questions / meetings	16	40					56
Periodic progress and review meetings	16	16					32
General Project Management	124	48					172
SUBTOTAL	338	910	542	578	0	0	2368
TOTAL	338	930	542	608	87	112	2617

132019

Published in the Wichita Eagle on April 17th, 2015

ORDINANCE NO. 49-978

AN ORDINANCE AMENDING ORDINANCE NO. **46-420** OF THE CITY OF WICHITA, KANSAS DECLARING **13TH STREET NORTH, BETWEEN 135TH STREET WEST AND AZURE (472-84131)** 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.

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

SECTION 1. Section 1 of Ordinance **No. 46-420** is hereby amended to read as follows:

"SECTION 1. . That **13th Street, between 135th Street West and 119th Street West (472-84010)** in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685."

SECTION 2. SECTION 3 of Ordinance **No. 46-420** is hereby amended to read as follows:

"SECTION 3. The cost of the above described improvements is estimated to be **Seven Hundred Thousand Dollars ($700,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $700,000, exclusive of the cost of interest on borrowed money.'"

SECTION 3. The original SECTIONS 1 and 3 of Ordinance **No. 46-420** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, 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 April, 2015.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 and Change Order No. 2 for Glen Meadows Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement and change order.

Background: On December 10, 2013, the City Council approved an agreement with Professional Engineering Consultants (PEC) in the amount of $50,500 for the design of improvements in Glen Meadows Addition. On February 25, 2014, the City Council approved a contract with B2 Excavating, LLC in the amount of $337,312, for construction of the improvements. Construction began in March 2014. Change Order No. 1 was approved by the City Council on June 3, 2014, in the amount of $72,520, to provide replacement of limestone rip-rap with river stone rip-rap as requested by the developer. The contract completion time was unaffected by the change order.

Analysis: The developer has changed its marketing strategy to construct homes with few or no outside steps, including at-grade patios. This change requires adjustments to the lot elevations, existing storm sewer, and easement grading in order to construct homes with lower foundation elevations. A supplemental design agreement has been prepared to provide re-design of the storm water drain to accommodate the change in rear yard elevations. Additionally, a change order has been prepared to provide construction of two storm sewer extensions, modification of existing inlet elevations, and re-grading of the existing easement to accommodate the changes requested by the developer. The contract completion time is not affected by this change.

Financial Considerations: The cost of the additional design work is $5,000, which brings the total design fee to $55,500. The cost of the additional construction work is $27,750, which brings the contract total to $437,582. Funding for the supplemental agreement and the change order is available within the existing budget, which was set by the development petition and is funded by special assessments.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement and change order as to form.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and change order, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1 and Change Order No. 2.

4136

CITY OF WICHITA
PUBLIC WORKS-ENGINEERING

February 3, 2015
CHANGE ORDER

To: B2 Excavating LLC

Project: WDS to serve Glen Meadows Addition TIED W/ L 11, M 16, FMC to serve Glen Meadows Addition TIED W/ SWD #359 to serve Glen Meadows Addition

Change Order No.: 2
Purchase Order No.: PO440207
CHARGE TO OCA No.: 751722

Project No.: 448-90450/468-84633/468-84634
OCA No.: 735498/744360/751522
PPN: 470171/480052/485413

Please perform the following extra work at a cost not to exceed $27,750.00
Paid by Special Assessments
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Contractor will construct two storm sewer extensions, modify existing inlet elevations, and re-grade existing easement.

Reason for Additional Work: The development is changing the marketing strategy to construct homes with few or no steps outside the house, including at-grade patios. This change requires adjustments to the lot elevations, existing storm sewer, and easement grading to construct homes with lower foundation elevations.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	N.A.	SWS Line 2A & 2B	Neg.	1 LS.	@ 27,750.00 =	$27,750.00
					TOTAL:	$27,750.00

CIP Budget Amount:	$33,200.00 (735498) $149,640.00 (744360) $447,880.00 (751522)	Original Contract Amt.:	$337,311.69
Consultant: PEC		Current CO Amt.:	$27,750.00
Exp. & Encum. To Date:	$359,299.44	Amt. of Previous CO's:	$72,519.90
CO Amount:	$27,750.00	Total of All CO's:	$100,269.90
Unencum. Bal. After CO:	$60,530.56		
		Adjusted Contract Amt.:	$437,581.59

Recommended By: Justin Weathoff

Steve Degenhardt, P.E. — Date 02/10/15
Construction Division Manager

Approved:

Gary Janzen, P.E. — Date 03/11/15
City Engineer

Approved:

Contractor — Date 3/10/15

Approved

Alan King — Date
Director of Public Works & Utilities

Approved as to Form:

3-13-15

Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:
City Clerk

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 10, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated December 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **STORMWATER DRAIN 359 TO GLEN MEADOWS 2ND ADDITION** (Project No.468-84634_751522).

WHEREAS, Paragraph IV. B. of the above referenced Agreement 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:

Re-design of Stormwater Drain No. 359 to accommodate change in rear yard elevations (see Attached for details)

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 **$5,000.**

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 March 6, 2015;

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 AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim City Attorney
and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
(Name and Title)
Principal

ATTEST:

_____

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

October 30, 2014

Ms. Julianne Kallman, P.E.
City of Wichita
Engineering Department
455 N. Main – 7th Floor
Wichita, KS 67202-1600

Reference: Glen Meadows 2nd Addition SWD No. 359 Incidental Drainage
PEC Project No. 35-13438-003-0042
City Project No. 468-84634

Dear Ms. Kallman:

The developer of Glen Meadows 2nd Addition is utilizing a marketing plan for homes to be constructed in this neighborhood that includes few or no steps from the front porch and garage into the house, plus at-grade patios in lieu of typical view-outs.

Consequently, elevations for top-of-foundation have been lowered from the elevations previously set on the plat's Four-Corner Grading Plan. This, in turn, requires revisions to the rear yard grading and the addition of new storm sewers. A revised plan (enclosed) has been prepared for the first few lots where new homes are now being constructed.

The developer requests that the new rear yard storm sewer be added as a change order to the referenced city project.

We are proposing a $5,000.00 Lump Sum fee for this new backyard storm sewer design and hereby respectfully request a supplemental agreement for this work.

Because homes are now being constructed in this area, time is of the essence. We have already ordered and received the topographic survey of the rear yard area and will be starting our design work immediately.

If you have any questions or need any additional information, please advise. Thank you for your help.

Very Truly Yours,

Professional Engineering Consultants, P.A.

Charles S. Brown, P.E.
Project Manager

CSB/kah

cc: David Hambrick, Slawson Companies
Michael D. Kelsey, P.E.

Encl: As noted

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pecl.com

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Change Order No. 6 for 135th Street West, Maple to Central (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 8, 2014, the City Council approved a contract with Kansas Paving for improvements to 135th Street West between Maple and Central. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	August 8, 2014	Original construction contract.	$3,332,339
No. 1	September 2, 2014	Internal record keeping purposes to separate the encumbrances for the waterline construction work from the paving improvements.	$0.00
No. 2	October 21, 2014	Lowered an existing waterline five feet below plan elevation to accommodate a storm sewer outfall within the project. The contract completion time was extended six days.	$23,727
No. 3	December 9, 2014	Construction of a new water main below the street and adjacent storm water sewer to avoid conflicts with the proposed pavement that were not identified during design due to inaccurate record information. The contract completion time was extended two weeks.	$28,514
No. 4	November 10, 2014	Installed new water service at 13602 West Hardtner due to conflicts with the proposed subgrade and retaining wall construction.	$4,255
No. 5	December 8, 2014	Installed a safety grate over a storm sewer and added an air release assembly to an existing water main.	$8,792
		Total contract cost to date	$3,397,627

Analysis: The proposed change order provides adjustment of measured quantity bid items based on final field measurements for driveways, drainage pipe, and sleeves below the pavement. Additional sleeves were provided under future path and intersection pavement to minimize potential damage when irrigation and electrical systems are installed by an adjacent homeowners' association. The change order also provides installation of thickened edges for structural support of the sidewalk and adjustment of manholes needed to match proposed grading. The change order does not extend the contract completion time.

Financial Considerations: The cost of the adjustments and additional work is $41,870, which brings the total contract amount to $3,439,497. Funding is available in the existing budget, which was approved by the City Council on August 5, 2014, and is funded by general obligation at-large bonds.

Legal Considerations: The Law Department has reviewed and approved the change order as to form.

Recommendations/Actions: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 6.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

February 6, 2015

CHANGE ORDER

To: Conspec, Inc. d/b/a Kansas Paving

Project: 135th Street West, Maple to Central

Change Order No.: 6
Purchase Order No.: PO440669
CHARGE TO OCA No.: 706938

Project No.: 472-84308
OCA No.: 706938/636303
PPN: 205404/774072

Please perform the following extra work at a cost not to exceed $41,870.40

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Adjust additional manholes and install new rings and lids.

Reason for Additional Work: Additional manholes at STA.121+20, 52' Lt. and STA. 121+74, 29' Lt. need adjustments to match proposed grading. Existing manholes requiring adjustment have old-style asphalt lids and need new castings.

Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
30	N.A.	MH Adjusted, SS	Bid	2 ea.	$850.00	$1,700.00
New	N.A.	Manhole Ring & Lid	Negotiated	5 ea.	$402.50	$2,012.50

Additional Work: Install thickened edge on new sidewalk against the street curb.

Reason for Additional Work: Sidewalk adjacent to the curb at STA 119+00 to 127+00 Lt and 116+00 to 126+00 Rt requires City's standard thickened edge for structural support.

Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
New	N.A.	Thickened Edge Sidewalk	Negotiated	1,850 lf.	$5.00	$9,250.00

Additional Work: Adjust measured quantity bid items.

Reason for Additional Work: Adjust measured quantity bid items based on final field measurements for driveways, drainage pipe, and sleeves under pavement. Additional sleeves were provided under future path and intersection pavement to minimize potential damage when irrigation and electrical systems are installed by adjacent Home Owner's Associations.

Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
77	N.A.	Concrete Driveway, 8"	Bid	666 sf.	$6.00	$3,996.00
78	N.A.	Concrete Driveway, 6"	Bid	(7 sf.)	$4.00	($28.00)
84	N.A.	AC Pavement (Temporary)	Bid	37 sy.	$38.00	$1,406.00
86	N.A.	Sleeves, 4" PVC	Bid	911 lf.	$16.00	$14,576.00
87	N.A.	Sleeves, 6" PVC	Bid	(140 lf.)	$21.00	(2,940.00)
92	N.A.	Removed Pipe	Bid	(40 lf.)	$19.56	($782.40)
93	N.A.	Pipe, Abandoned in Place	Bid	142 lf.	$2.00	$284.00
94	N.A.	Pipe, SWS, PVC 4" Perforated (Underdrain)	Bid	267 lf.	$46.40	$12,388.80
95	N.A.	Fill, Sand (Flushed & Vibrated)	Bid	1 lf.	$7.50	$7.50

CIP Budget Amount:	**$4,145,000.00 (706938)** $86,000.00 (636303)	**Original Contract Amt.:**	**$3,332,338.59**
Consultant: Schwab Eaton		**Current CO Amt.:**	**$41,870.40**
Total Exp. & Encum. To Date:	**$4,006,163.71**	**Amt. of Previous CO's:**	**$65,287.80**
CO Amount:	**$41,870.40**	**Total of All CO's:**	**$107,158.20**
Unencum. Bal. After CO:	**$96,965.89**		
		Adjusted Contract Amt.:	**$3,439,496.79**

Recommended By: GB

02/12/15

Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen, P.E. Date
City Engineer

Approved:

Contractor Date

Approved

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:
City Clerk

CITY OF WICHITA
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement at 1519 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project requires a 212 square foot temporary construction easement from the property at 1519 S. Meridian. The subject property is improved with a single-family residence. The project does not impact the improvements however; a mature tree within the easement area will have to be removed.

Analysis: The proposed acquisition was estimated to have a value of $100. This is the established minimum offer of just compensation for the project. The seller agreed to accept the offer plus an additional $500 as damages for the loss of a mature tree located within the easement area.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,100 is requested. This includes $600 for the acquisition and $500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 34

THIS EASEMENT made this 4th day of March, 2015, by and between Lowell Dean Loesch and Sally A. Loesch, Trustees or their Successors in Trust, under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Six Hundred and no/100 Dollars ($600.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lot 253, Richmond's 2nd Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 253 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet west of the northeast corner of said Lot 253; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant west of and parallel with the east line of said Lot 253, 25.00 feet to the intersection with the south line of said Lot 253; thence west along the south line of said Lot 253, 7.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 12.50 feet; thence west parallel with the south line of lot 253 7.00 feet; thence north to a point on the north line of said Lot 253; thence east along the north line of said Lot 253, 12.00 feet to the point of beginning.

Said Tract containing 212.50 square feet, more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

Payment includes $500.00 for loss of tree.

<u>Temporary Easement</u> shall expire at the end of construction of above noted project or at 24 months from execution of this document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Lowell Dean Loesch,
Trustee under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

Sally A. Loesch,
Trustee under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on the 5TH day of March, 2015 by

Lowell Dean Loesch, Trustee under the
Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

Sally A. Loesch, Trustee under the
Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

of Sedgwick County, Kansas.

DENNIS M. KEEGAN
Notary Public - State of Kansas
My Appt. Expires 12/17/16

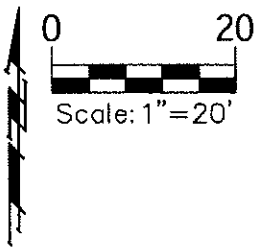
Dennis M Keegan, Notary Public
My Commission Expires: December 17, 2016

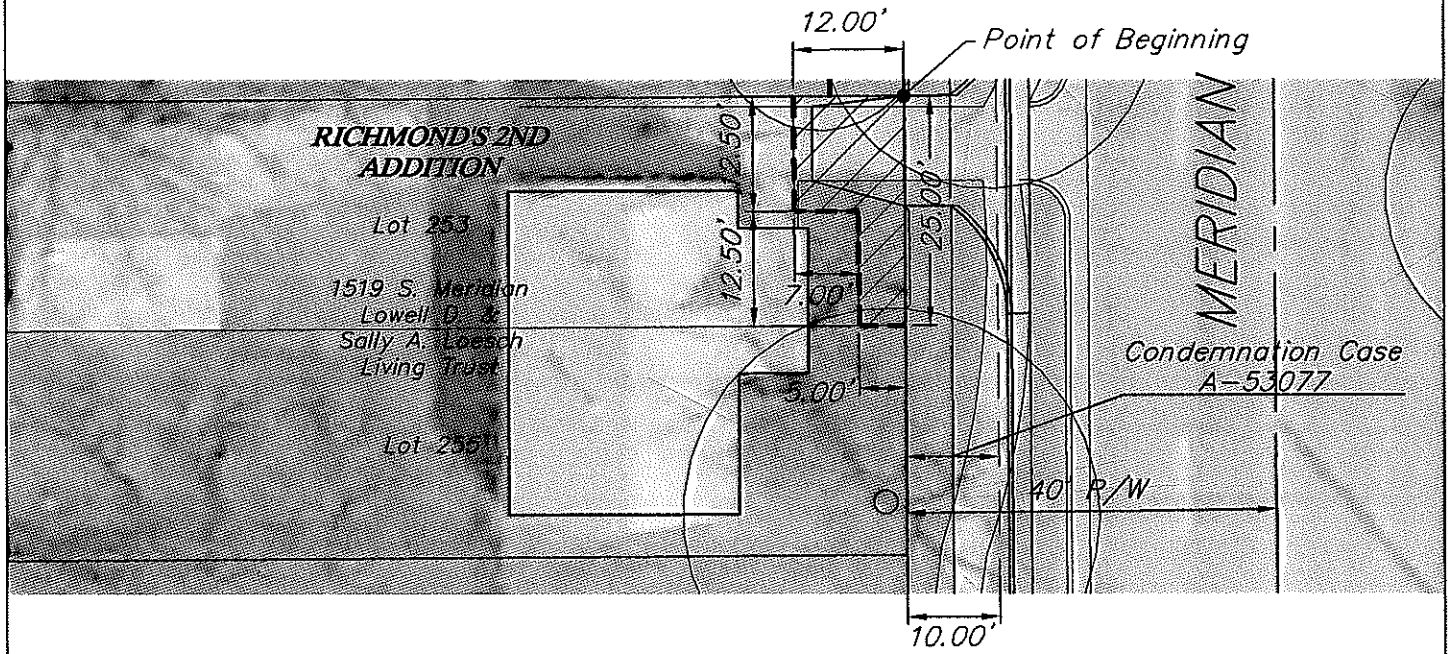
TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lot 253, Richmond's 2nd Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 253 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet west of the northeast corner of said Lot 253; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant west of and parallel with the east line of said Lot 253, 25.00 feet to the intersection with the south line of said Lot 253; thence west along the south line of said Lot 253, 7.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 12.50 feet; thence west parallel with the south line of lot 253 7.00 feet; thence north to a point on the north line of said Lot 253; thence east along the north line of said Lot 253, 12.00 feet to the point of beginning.

Said Tract containing 212.50 square feet, more or less.





Owner:
1519 S. Meridian
Lowell D. & Sally A. Loesch
Living Trust
1308 S Threewood St.
Wichita, KS 67235

September 8, 2014

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Meridian-Orient to McCormick\Exhibit 22

CITY OF WICHITA
City Council Meeting
March 24, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement at 2524 Brandon Circle (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 10, 2013, the City Council approved the funding to replace or rehabilitate failing water and sewer infrastructure using the Water Mains Replacement or Relocation Program or the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. The removal of the Windemere Lift Station and replacement with a gravity flow line is a project within the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. To facilitate the project, it is necessary to acquire land from five parcels, three utility easements and two temporary construction easements. A temporary construction easement is required from the single-family residence at 2524 Brandon Circle.

Analysis: The proposed easement from 2524 Brandon Circle consists of 1,350.36 square feet. The taking impacts a portion of the yard. The improvements within the easement area are typical for residential. The easement was valued at $550. This amount was offered to the owner and accepted.

Financial Considerations: The funding source for the project is Sewer Utility Funds. A budget of $725 is requested. This includes $550 for the acquisition, and $175 for title work and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) approve the budget; 2) approve any necessary budget adjustments; 3) approve the real estate purchase agreement; and 4) authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map, and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 7th day of March, 2015 by and between Joshua D. White and Dianna M. White, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a temporary construction easement for the purpose of constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

   A 10' Temporary Construction Easement described as follows:

   The South 10.00 feet of the North 30.00 feet of Lot 43, Block 1, Regency Lakes, an addition to Wichita, Sedgwick County, Kansas.

   (Said 10' Temporary Construction Easement containing 0.031 acres, more or less)

   This easement does not include a right-of-way over land occupied by a permanent structure.

   Said easement shall expire upon completion of sanitary sewer collection facilities construction or December 31, 2015, whichever comes first.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Five Hundred Fifty Dollars ($550) in the manner following to-wit: cash at closing.

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time

of closing.

6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 13, 2015.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid by Buyer.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Joshua D. White

Dianna M. White

BUYER:

Carl Brewer, Mayor

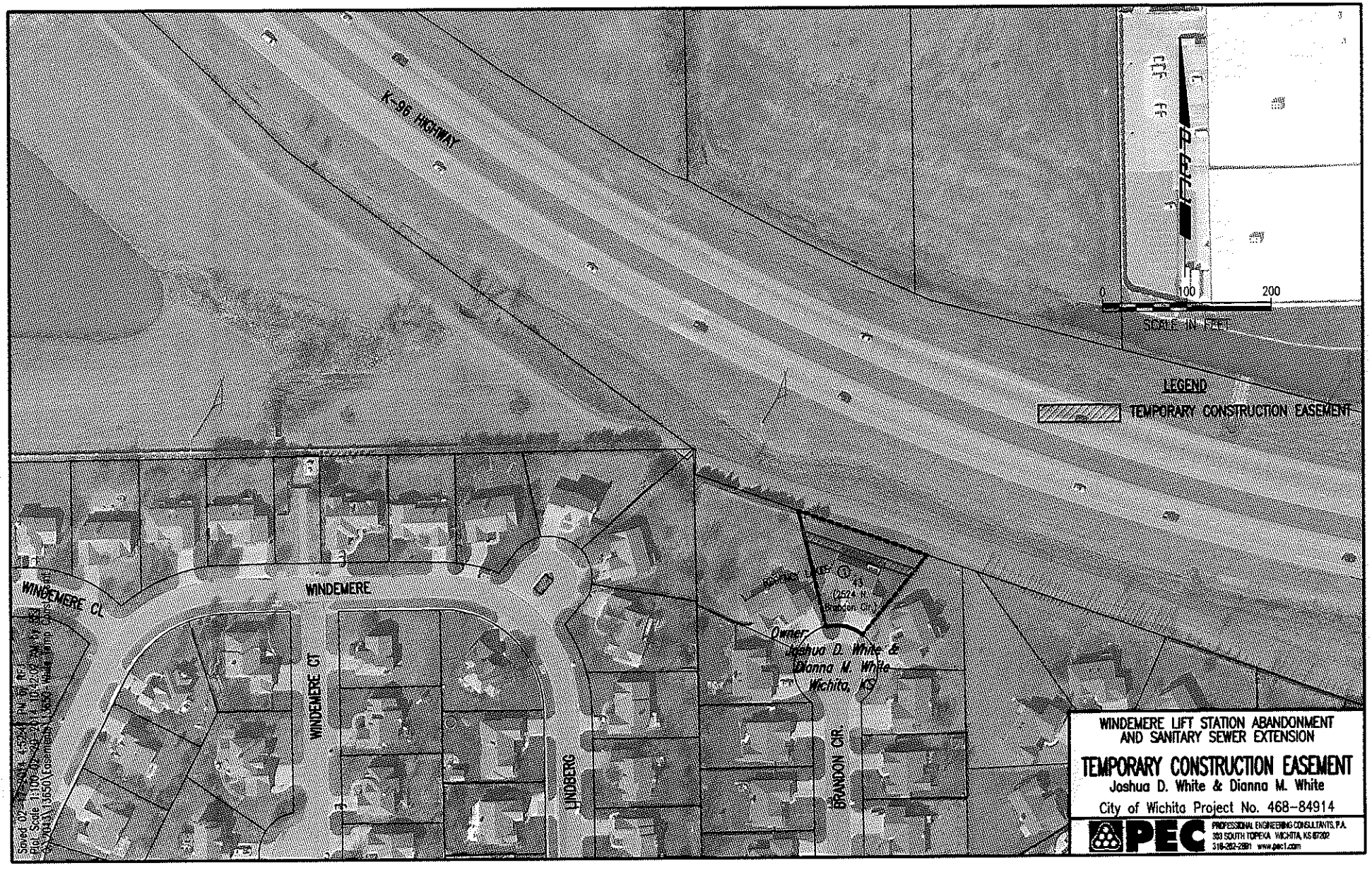
ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____


K-96 HIGHWAY
WINDEMERE CL
WINDEMERE
WINDEMERE CT
LINDBERG
BRANDON CIR.
Owner:
Joshua D. White &
Dianna M. White
Wichita, KS
LEGEND
TEMPORARY CONSTRUCTION EASEMENT
0
100
200
SCALE IN FEET
WINDEMERE LIFT STATION ABANDONMENT
AND SANITARY SEWER EXTENSION
TEMPORARY CONSTRUCTION EASEMENT
Joshua D. White & Dianna M. White
City of Wichita Project No. 468-84914
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

PLATTED UTILITY EASEMENT
PROPOSED SANITARY SEWER EASEMENT

Agenda Item No. II-9

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Amending Resolution for Improvements to West Kellogg, from Maize Road to 159th Street West (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: In June of 1997, design work began for the expansion of West Kellogg to a six-lane freeway from Mid-Continent Road to 151st Street West. The original design agreement provided that final design work would be added via supplemental agreements as the focus progressed through different sections of Kellogg. Improvements from Mid-Continent Road to 111th Street West are complete. Improvement efforts are currently focused on the area between 111th and 143rd Streets West. This section of improvements to mainline Kellogg include right-of-way acquisition, frontage roads, interchanges at 119th and 135th Streets West, paving improvements, and utility relocation between Maize Road and 159th Street West.

Analysis: On August 28, 2012, the City Council adopted Resolution No. 12-210 in the amount of $23 million for the right-of-way acquisition and utility relocation phase of the improvements. Rather than encompassing the full area needed for improvements, the project limits were described in the resolution in terms of the mainline Kellogg area being focused on at the time: "Kellogg, between 143rd Street West and 111th Street West." An amending resolution has been prepared to correct the project limits as "Kellogg, between Maize Road and 159th Street West", as well as to add design work and construction to the description.

Financial Considerations: The resolution amount remains $23 million as previously approved, made up of $4 million in State of Kansas grants and $19 million in local sales tax funding.

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.

Attachment: Amending resolution.

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

RESOLUTION NO. 15-096

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 09-003 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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 Governing Body is authorized, , pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by Resolution No. **09-003** of the City (the "Prior Resolution), authorized the following described public improvements:

The acquisition of right-of-way as necessary for a major traffic facility.

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Amendment**. ***Section 1*** of the Prior Resolution is hereby amended to read as follows:

> **Section 1**. The acquisition of right-of-way, design and construction of improvements to Kellogg, between Maize Road and 159th Street West (472-84784).

Section 2. **Repealer; Ratification**. ***Section 1*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof 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 April 7, 2015.

(SEAL)

_____
Carl Brewer, Mayor

JLN\600809.053\DOCUMENT MASTER FORMS\MISC PROJECT AMENDING AUTH –CH ORD 156 (10-09-13)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Construction Funding for Improvements to the Douglas Bridge at Linden (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget and adopt the resolution.

Background: On December 17, 2013, the City Council approved a design concept for improvements to the Douglas Bridge at Linden. Design work is complete and construction is expected to begin in late spring of 2015.

Analysis: Improvements consist of replacing the existing structure with a new reinforced concrete box bridge, and the addition of new six-foot sidewalks along the north and south sides of the bridge. The design also includes space for possible bike lanes along Douglas per the Wichita Master Bicycle Plan. One lane of traffic will be carried in each direction during construction. Construction is expected to be completed by late 2015.

Financial Considerations: The existing approved budget is $125,000, funded by general obligation (GO) at-large bonds, and was approved by the City Council on January 14, 2014. Federal funding of $582,957 is available in the Transportation Improvement Program (TIP) and $350,000 in GO bond funding is available in the adopted Capital Improvement Program (CIP), both in 2015. The additional funding will bring the total budget to $1,057,957, and will allow for payment of supplemental design fees, right-of-way, utility relocation, construction, and staff oversight and administration costs.

Legal Considerations: The amending ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, adopt the resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Budget sheet and resolution.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 472-85119

FUND: 400 Street Improvements SUBFUND: 415 Bridges

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Mar 24, 2015 REQUEST DATE:

PROJECT # : 249147 PROJECT TITLE: Douglas Bridge at Linden

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Douglas Bridge at Linden

OCA # : 715731 OCA TITLE: Douglas Bridge at Linden

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$125,000.00	$350,000.00	$475,000.00
8000 Federal	$0.00	$582,957.00	$582,957.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$125,000.00	$932,957.00	$1,057,957.00

Expense Object Level 3			
2999 Contractuals	$125,000.00	$932,957.00	$1,057,957.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$125,000.00	$932,957.00	$1,057,957.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jary DATE: 02/26/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE: 26 Feb 2015

CITY MANAGER: DATE:

715731

RESOLUTION NO. 15-097

A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 49-576 AND ORDINANCE NO. 49-659 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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 Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design, acquisition of right-of-way, utility relocation and construction of improvements to Douglas Bridge at Linden (472-85119)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to Ordinance No. 49-576 and Ordinance No. 49-659, and this Resolution is intended to supplement those Ordinances and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

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 and/or constructed at an estimated cost of **$1,057,957, inclusive of the amounts previously authorized by Ordinance No. 49-576 and Ordinance No. 49-659,** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of Ordinance No. 49-576 to the extent of Bonds authorized thereunder, and 60 days before the date of adoption of Ordinance No. 49-659 to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

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 _____.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
April 7, 2015

TO: Mayor and City Council

SUBJECT: Resolution to Repeal Resolution No. 13-198

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On November 5, 2013, the City Council adopted Resolution No. 13-198, which provided bonding authority in the amount of $250,000 for improvements to the West Bank River Corridor. On December 16, 2014, the City Council adopted Ordinance No. 49-917 to provide bonding authority for the East Bank Redevelopment District and West Bank Apartments project area, which includes the West Bank River Corridor.

Analysis: The bonding authority provided by Resolution No. 13-198 is no longer needed as the same authority was included in Ordinance No. 49-917. A resolution has been prepared to repeal Resolution No. 13-198 and eliminate the duplicate authorization.

Financial Considerations: The bonding authority provided by Ordinance No. 49-917 remains as previously approved.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

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

Attachments: Resolution.

132019

RESOLUTION NO. 15-098

A RESOLUTION REPEALING RESOLUTION NO. 13-198 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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 Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by Resolution No. **13-198** of the City (the "Prior Resolution"), authorized the following described public improvements:

To provide pedestrian access to the river and improvements to the west bank.

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, Ordinance No. 49-917 subsequently provided duplicate bonding authority for the improvement in the East Bank Redevelopment District and West Bank Apartments project area, so that Resolution 13-198 has become unnecessary.

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

Section 1. Repealer. The Prior Resolution No. 13-198 is hereby repealed.

Section 2. 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 April 7th, 2015.

_____
CARL BREWER, MAYOR

(SEAL)

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

Second Reading Ordinances for April 7, 2015 (first read on March 24, 2015)

A. <u>Abatement of Dangerous and Unsafe Structures.</u>

ORDINANCE NO. 49-962

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

B. <u>Nuisance Abatement Assessments, Lot Clean Up.</u>

ORDINANCE NO. 49-963

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

C. <u>ZON2015-00001 City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located on the Sothwest Corner of Yong Street and Newell Street.</u> (District VI)

ORDINANCE NO. 49-965

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. <u>ZON2015-00002 – City Zone Change from SF-5 Single-Family Residential to MF-29 Multi–Family Residential on Property Generally Located West of All Hallows Street and South of West Maple Street</u> (District IV)

ORDINANCE NO. 49-966

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

E. <u>ZON2015-00003 – Zone Change from SF-5 Single-Family Residential to LC Limited Commercial Subject to Protective Overlay #295 on Property Located North of East 29th Street North, Approximately ½ Mile West of North Woodlawn Boulevard</u> (District I)

ORDINANCE NO. 49-967

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. <u>ZON2015-00004 – City request for an expansion of the Old Town Protective Overlay to include LI Limited Industrial zoned property generally located at the northwest corner of East 2nd Street and North Washington Avenue (301 North Washington)</u> (District VI)

ORDINANCE NO. 49-968

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>ZON2014-00005 – Request for LC Limited Commercial on MF-29 Multi-Family Residential Zoned Property Generally Located South of Harry Street, South of Merton Street, on the East Side of Meridian Avenue.</u> (District IV)

ORDINANCE NO. 49-969

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>ZON2015-00006 – Request for LC Limited Commercial Zoning with a Protective Overlay on NO Neighborhood Office Zoned Property Located on the Northwest Corner of Topeka Avenue and 10th Street North</u> (District VI)

ORDINANCE NO. 49-970

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. PUD2015-00001 – Zone Change from SF-5 Single-Family Residential and LC Limited Commercial to Planned Unit Development District #45 on Property Located on Property Generally Located on the Southwest Corner of West MacArthur Road (District IV)

ORDINANCE NO. 49-971

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.

J. SUB2014-00042 -- Plat of J.R. Sandlian Addition Located North of 29th Street North, on the West Side of Hoover Road (District V)

ORDINANCE NO. 49-972

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.

K. **A15-03 - Request by Cadillac Lake LLC to Annex Lands Generally Located at the Southeast Corner of 29th Street North and Maize Road (District** V)

ORDINANCE NO. 49-973

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-03)

City of Wichita
City Council Meeting
April 7, 2014

TO: Mayor and City Council

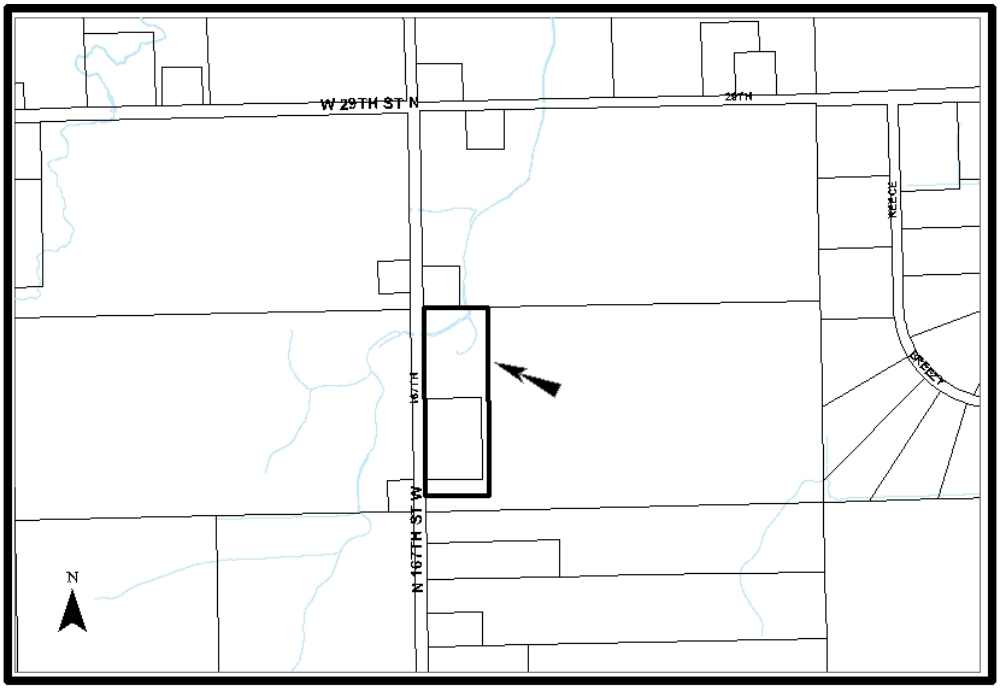
SUBJECT: SUB2015-00002 -- Plat of Wolf Addition Located on the East Side of 167th Street West, South of 29th Street North (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of two lots on 11.14 acres, is located in the County within three miles of Wichita's boundary and is zoned Rural Residential (RR).

Analysis: The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sewage disposal facilities and water wells. The applicant has provided a No Protest Agreement for Future Sewer Extension and a No Protest Agreement for Future Water Extension as requested by the City of Wichita Public Works and Utilities Department. The applicant has provided a Restrictive Covenant regarding a temporary access opening. The applicant has provided a Restrictive Covenant regarding a twin lagoon.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the No Protest Agreement for Future Sewer Extension, No Protest Agreement for Future Water Extension and Restrictive Covenants as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: No Protest Agreement for Future Sewer Extension
No Protest Agreement for Future Water Extension
Restrictive Covenants

COPY

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this ___ day of _____, 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Leroy H. Wolf and Louise M. Wolf, husband and wife, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) are the owner(s) of real property legally described as:

Lots 1 and 2, Block A, Wolf Addition,
Sedgwick County, Kansas

and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.

2. Owner(s), on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of their right to challenge, pursuant to

K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Leroy H. Wolf and Louise M. Wolf, husband and wife, owners of Lots 1 and 2, Block A, Wolf Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lots 1 and 2, Block A, Wolf Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 6th day of March, 2015

Leroy H. Wolf
Leroy H. Wolf (Owner)

Louise M. Wolf
Louise M. Wolf (Owner)

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 6th day of March, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Leroy H. Wolf and Louise M. Wolf, husband and wife, owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

My Commission Expires: 11-7-17

SEAL

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this _____ day of _____ 2015, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

_____
Notary Public

My Commission Expires:_____

SEAL

Approved as to form:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

NO PROTEST AGREEMENT FOR FUTURE WATER EXTENSION

This Agreement made and entered into this ___ day of _____, 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Leroy H. Wolf and Louise M. Wolf, husband and wife, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) are the owner(s) of real property legally described as:

Lots 1 and 2, Block A, Wolf Addition,
Sedgwick County, Kansas

and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for waterline improvements to serve said property.

2. Owner(s), on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a waterline extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of their right to challenge, pursuant to K.S.A. 12-

6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Leroy H. Wolf and Louise M. Wolf, husband and wife, owners of Lots 1 and 2, Block A, Wolf Addition, do hereby certify that the No Protest Agreement for future extension of waterline improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lots 1 and 2, Block A, Wolf Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 6th day of March, 2015

Leroy H. Wolf
Leroy H. Wolf (Owner)

Louise M. Wolf
Louise M. Wolf (Owner)

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 6th day of March, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Leroy H. Wolf and Louise M. Wolf, husband and wife, owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

My Commission Expires: 11-7-17

SEAL

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this ____ day of _____ 2015, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

_____
Notary Public

My Commission Expires:_____

SEAL

Approved as to form:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 6th day of March, 2015, by Leroy H. Wolf and Louise M. Wolf, husband and wife, hereinafter called Declarants,

WHEREAS, Declarants are owners of the following described real estate, to-wit:

Lots 1 and 2, Block A, Wolf Addition,
Sedgwick County, Kansas

and

WHEREAS, the Metropolitan Area Building and Construction Department is willing to issue the permits for the construction and maintenance of a twin lagoon sewage facility to serve the above stated real property.

NOW, THEREFORE, the Declarants, being owners of the above stated real property, do hereby impose the following requirements for twin lagoon sewage facility to serve the above stated real property.

1. That Lots 1 and 2, Block A, Wolf Addition, Sedgwick County, Kansas, shall locate a twin lagoon sewage facility along the common line of said lots.

The Declarants hereby covenant and agree that Lots 1 and 2, Block A, Wolf Addition, shall be served by only this twin lagoon sewage system, until such time as each lot is connected to a public sanitary sewer system, or they have approval for a different system from the Metropolitan Area Building and Construction Department.

2. That this covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lots 1 and 2, Block A, Wolf Addition, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF: The Declarants have signed these presents the day and year first above written.

Leroy H. Wolf

Leroy H. Wolf

Louise M. Wolf

Louise M. Wolf

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 6th day of March, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leroy H. Wolf and Louise M. Wolf, husband and wife, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune

Notary Public

(My Commission Expires: 11-7-17)

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

RESTRICTIVE COVENANT

This covenant is made this 6th day of March, 2015, on behalf of Leroy H. Wolf and Louise M. Wolf, husband and wife, hereinafter referred to as the Declarants,

WITNESSETH

WHEREAS, Declarants are the owners of the following described real property, to wit:

Lot 2, Block A, Wolf Addition,
Sedgwick County, Kansas

WHEREAS, the plat of the aforesaid Wolf Addition contains provisions access openings to said Lot 2 as follows: "said Lot 2, Block A, shall have one access opening to 167th St. W. over and across all except the north 110 feet of the west line of said Lot 2, Block A, and one temporary access opening over and across all except the north 110 feet of the west line of said Lot 2, Block A, said temporary access opening to expire upon site redevelopment", as recommended by the Wichita Sedgwick County Planning Commission,

and

WHEREAS, the Wichita Sedgwick County Planning Commission is willing to allow the two driveway openings that currently serve the existing residential structure on said Lot 2, Block A, to temporarily remain open to 167th St. W., until such time as the property is redeveloped.

NOW, THEREFORE Declarant hereby declares the following:

1. The Declarant acknowledges its willingness to enter into this Restrictive Covenant for access to Lot 2, Block A, Wolf Addition, Sedgwick County, Kansas. The existing residential structure on said Lot 2, Block A, shall temporarily be allowed to use its two existing openings to 167th St. W. until such time as the site is redeveloped. At the time the site is redeveloped, one existing opening to 167th St. W. shall be closed.

This Covenant shall run with the land and shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita AND County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Leroy H. Wolf

Leroy H. Wolf

Louise M. Wolf

Louise M. Wolf

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 6th day of March, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leroy H. Wolf and Louise M. Wolf, husband and wife, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-17)

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

City of Wichita
City Council Meeting
April 7, 2015

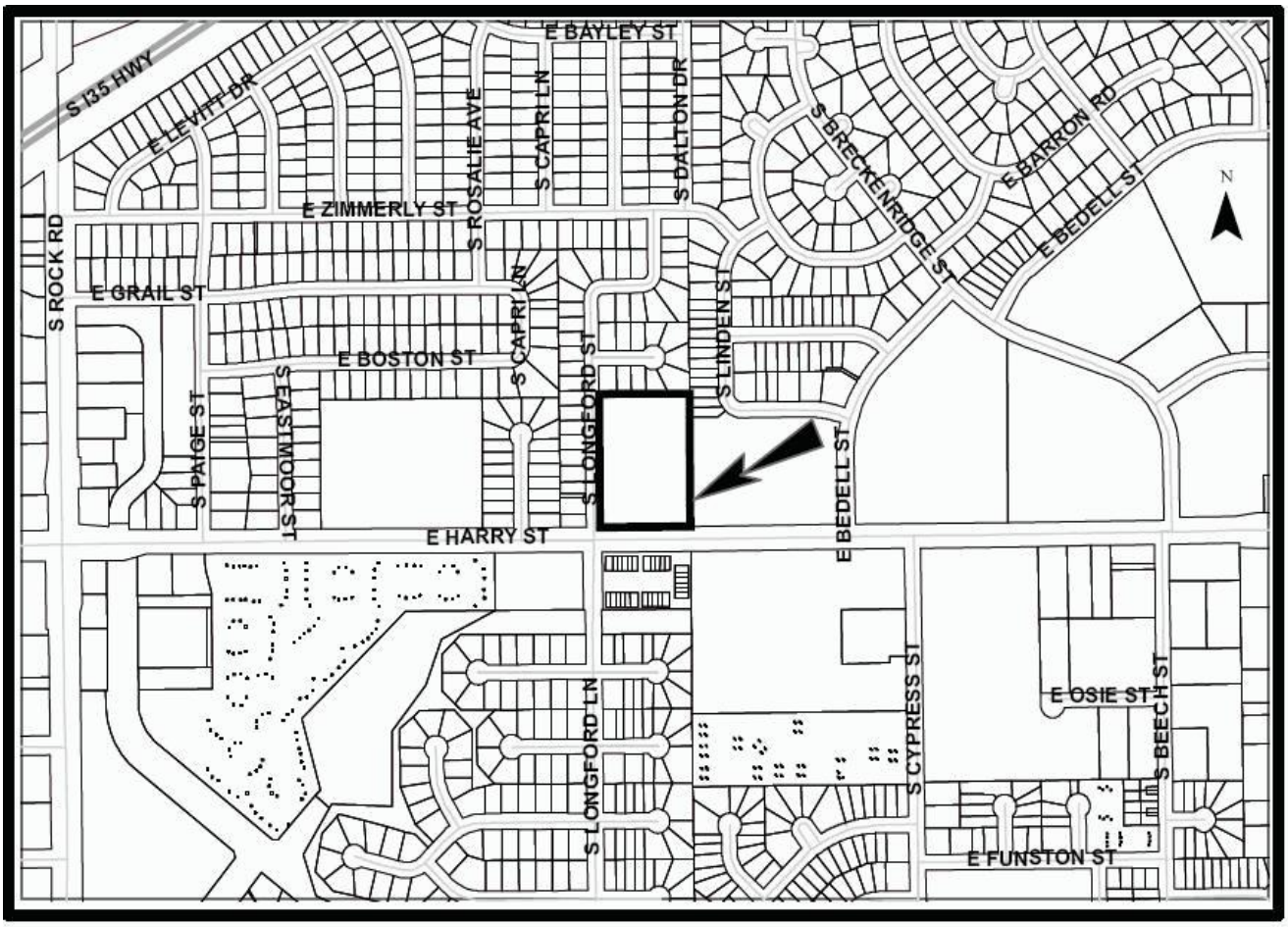
TO: Mayor and City Council

SUBJECT: PUD2008-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential ("SF-5") zoning to create PUD #29, The Moussavi Office Park Planned Unit Development; generally located north of Harry Street, between Rock Road and Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a two-year extension of the platting deadline to March 22, 2016.



Background: On July 7, 2009 the City Council approved the zone change from SF-5 Single-family Residential ("SF-5") to PUD Planned Unit Development ("PUD") subject to the condition of platting the property within one year. The applicant has requested and received two two-year platting extensions, the last one expiring on March 22, 2015. The applicant again states that they will need more time to complete the platting process. The applicant requests a one-year platting extension to March 22, 2016.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to March 22, 2016.

1818 E. 1st Street
Wichita, KS 67214
(316) 263-5555
Fax: (316) 263-2325
www.mallardrealestate.com

Memo to: Dale Miller
Central Inspection
City of Wichita

From: Dennis Schmidt
Mallard Real Estate

Re: Request for Extension

Date: March 2, 2015

Dale, enclosed is a check for $125.00 to extend the time for platting of the property at Harry and Longford streets with original PUD2008-08 known as the Moussavi Office Park.

The current time period allowed for platting expires on March 22, 2015, so I understand that granting this extension will extend the platting deadline to March 22, 2016.

Please confirm my understanding of this new deadline with a written confirmation to me and to Bijan Moussavi's widow. Her name is Shahnaz Zahedy and her mailing address is 6234 Paseo Alta Rico, Carlsbad, CA 92009-2111. Shahnaz is now owner of record for this property, and I have been acting as her real estate broker.

Thank you for your assistance with this request.

Dennis Schmidt

Dennis Schmidt
Mallard Real Estate
1818 E. 1st Street
Wichita, Ks. 67214

Agenda Item No. II-15

City of Wichita
City Council Meeting
April 7, 2015

TO: Wichita Housing Authority Board Members

SUBJECT: Veterans Affairs Supportive Housing Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority **(**Consent)

Recommendation: Ratify staff's submission of an application for 33 new housing vouchers for rental assistance for homeless veterans, and authorize additional actions in support of the application.

Background: The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating veterans at VA medical centers (VAMCs) and community-based outreach clinics. Every year since 2008, HUD has awarded HUD-VASH vouchers based on geographic need and public housing agency (PHA) administrative performance.

Analysis: The Wichita Housing Authority (WHA) currently administers a HUD-VASH program with 165 vouchers. On March 6, 2015, the U. S. Department of Housing and Urban Development (HUD) invited the WHA to apply for 13 additional vouchers. However, due to miscommunication between the national and local VA offices, the invitation was not accepted based on the local VA's response. After resolving the communication issue with the VA; on March 24, 2015 HUD invited the WHA to apply for 20 additional vouchers (for a total of 33), with a deadline of March 26 to submit the application. Staff obtained authorization from the City Manager to meet the March 26 submission deadline.

Providing permanent housing to homeless veterans is a high priority for HUD. Additionally, the City is supporting the Mayor's Challenge to end homelessness among veterans by the end of 2015. These additional vouchers will help to achieve that goal.

Financial Considerations: This application seeks federal funds. There is no impact to the General Fund as a result of this action.

Legal Considerations: The Law Department has approved the funding application as to form.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board ratify staff's submission of an application for 33 new housing vouchers for rental assistance for homeless veterans, and authorize additional actions in support of the application.

Attachment: Funding Application.

Funding Application

Section 8 Tenant-Based Assistance
Rental Certificate Program
Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp.09/30/2017)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of l937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection crit eria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Govenment. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments

Wichita Housing Authority
332 N. Riverview
Wichita KS 67203

Do you have an ACC with HUD No	Yes	Date of Application
for Section 8 Certificates? ☐	☐	3/26/2015
for Section 8 Vouchers? ☐	☒	

Legal Area of Operation
(area in which the HA has authority under State and local law to administer the program)

City of Wichita, Kansas

A. Area(s) From Which Families To Be Assisted Will Be Drawn.

Locality (city, town, etc.)	County	Congressional District	Units

B. Proposed Assisted Dwelling Units. (Complete this section based on the unit sizes of the applicants at the top of the w aiting list)

	0-BR	1-BR	Number of Dwelling Units by Bedroom Size 2-BR	3-BR	4-BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers								33

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR
Certificates	$	$	$	$	$	$	$
Vouchers	$	$	$	$	$	$	$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages

E. Housing Quality Standards (HQS). (Check applicable box) HUD's HQS will be used with no modifications Attached for HUD approval are HQS acceptability criteria variations

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and prov ide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this ap plication of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded fr om participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant ther eto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of th e handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity r eceiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance .

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131)and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activiti es of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regul ations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influen cing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an em ployee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modificat ion of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempt ing to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a M ember of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized un der the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award , if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements .

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work un der the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement r equired by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Housing Agency Signature

Signature of HA Representative	Print or Type Name of Signatory
Mary K Vaughn	Mary K. Vaughn, Executive Director
	Phone No. / Date
	316-462-3795 / March 26, 2015

City of Wichita
City Council Meeting
April 7, 2015

TO: Wichita Airport Authority

SUBJECT: General Services Administration – U. S. Government Lease for Real Property
Terminal Building Office Space
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease amendment.

Background: On February 10, 2015, the Wichita Airport Authority (WAA) approved a lease with the U.S. General Services Administration (GSA) to lease approximately 8,892 sq. ft. of space in the new terminal building to the Transportation Security Administration (TSA).

Analysis: In order to comply with TSA's regulations and standards for security, TSA requires that necessary tenant improvements be done. TSA is desirous of the WAA to perform the work within one of the leasehold areas that is located in Level 1 of the new terminal. The tenant improvements include the installations of security door hardware locks, door modifications, an intrusion detection security system, video security cameras, and intercom/door answering system.

Financial Considerations: The TSA has agreed to reimburse the WAA for the tenant improvements in a lump sum payment of $112,512. Airport staff will coordinate the necessary work for the tenant improvements. The cost of the installation of the tenant improvements was developed by soliciting three independent quotes.

Legal Considerations: The lease amendment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the lease amendment and authorize the necessary signatures.

Attachments: Lease Amendment No. 1.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01 TO LEASE NO. GS-06P-LKS41032
ADDRESS OF PREMISES Wichita Dwight D. Eisenhower National Airport 2277 Eisenhower Airport Parkway Wichita, Kansas 67209-1958	PDN Number: PS0031348

THIS AMENDMENT is made and entered into between The Wichita Airport Authority

whose address is: 2173 South Air Cargo Road
Wichita, Kansas 67209-1958

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the Notice To Proceed with construction, and to provide invoicing instructions for the lump sum build out costs.

Exhibits A through C of this amendment are in addition to, and not in replacement of the exhibits of the original lease, which remain in effect, except as expressly amended here.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 16, 2015 as follows:

1. The total amount of Tenant Improvements is $112,512.00 per the Lessor's price proposal attached as Exhibit A. This price proposal is based on the Government's Scope of Work (SOW) attached as Exhibit B.

   The balance of $112,512.00 will be paid by lump sum in accordance with Paragraph 3 below.

   Any changes which result in a financial change to the lease agreement, of any type, must be approved in writing by the GSA Lease Contracting Officer.

2. The TSA Field Office Program of Requirements package is attached as Exhibit C and made part of the lease.

This Lease Amendment contains 2 pages and the attached Exhibits A through C.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: Carl Brewer
Title: President
Entity Name: The Wichita Airport Authority
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Joseph J. Schurle
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Karen Sublett
Title: City Clerk
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Victor D. White A.A.E.
Title: Director of Airports
Date: _____

3. Lump Sum Payment:
   Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of $112,512.00 in a lump sum payment.

   Payment is contingent upon receipt of a proper invoice, which shall include:

   - **PDN # PS0031348**
   - Name of the Lessor as shown on the Lease and invoice date
   - Lease contract number, Lease Amendment 01, building address, and a description, price, and quantity of the items delivered.
   - Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

   If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

   To invoice electronically for the lump sum payment please visit finance.gsa.gov. To invoice by mail please follow the instructions below.

   The original invoice is to be sent to:

   GSA, FTS and PBS Payment Division (7BCP)
   P.O. Box 17181
   Fort Worth, Texas 76102-0181

   A copy of the invoice is to be sent to:

   Two Pershing Square
   General Services Administration
   Attn: Nick Freeman
   2300 Main Street
   Kansas City, MO 64108

4. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

INITIALS: _____ & _____
LESSOR GOV'T

WICHITA
MID-CONTINENT AIRPORT

CHANGE REQUEST (CR) - OWNER

Change Request No.: TB 162

Project Name:	ACT 3 Terminal Building	**Date of Issuance:**	5/19/2014
City of Wichita Project No.:	455-361-4	**To (Contractor):**	Key Walbridge Joint Venture
FAA AIP Project No.:	3-20-0088-64		
Contract Drawing No.:	N/A	**Sketch No:**	N/A
Specification No.:	N/A	**Submittal No:**	N/A

NOTE: This request is not a change order nor is it a directive to proceed with any revised work. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract, which spell out the manner in which a change estimate may be prepared.

REQUEST:

Please prepare a detailed cost proposal for the changes in the Contract Sum and Contract Time for the work detailed below:

TSA is requesting specific locksets in their spaces, a specific independent security control system, and an isolated IT system. The link to these 6 documents in Box is as follows: https://app.box.com/s/riabov2or5svoqt74qja

JUSTIFICATION: (include reference to originating documents e.g. RFI):

Per TSA request.

RESPONSE REQUESTED BY: June 2, 2014
DATE

Jim Armour, Resident Engineer — 5/19/2014

OWNER REPRESENTATIVE (NAME AND TITLE) — **DATE**

DATE: 9/10/2014

OWNER CHANGE REQUEST RESPONSE

INITIATED BY: OWNER

PROJECT NAME	ACT 3 TERMINAL BUILDING
CITY OF WICHITA PROJECT NO.	455-361-4
FAA AIP PROJECT NO.	3-20-008861
FROM:	Key Walbridge Paul Simpson
OCRR#	162
DESCRIPTION:	Proposal for OCR 162 TSA Requested Changes. This proposal includes the cost for the following changes to the TSA space in Sector 7 Level 1. a) Five (5) new security locksets. b) Conduit rough-in for new cameras, door locks, and intercom station c) Provide and install cabling for five doors d) Provide and install two (2) Alphone devices c) Provide and install an Intrusion Detection System/Video Intercom/Door Answering System/CCTV/DVR System As directed wwe have not included cost for providing and installing STC 45 sound rated doors and frames.
CONTRACT DRAWING/SPEC NO.	

IN RESPONSE TO THE ABOVE, WE QUOTE THE FOLLOWING:

Key Walbridge Direct Labor Cost (breakdown attached)		$0.00
Key Walbridge Labor Burden Cost		$0.00
Key Walbridge Direct Material Cost (breakdown attached)		$0.00
Key Walbridge General Conditions (breakdown attached)		$0.00
Key Walbridge Small Tools & Rough Hardware (2% of direct labor)		$0.00
Key Walbridge Equipment Cost (breakdown attached)		$0.00
	KEY WALBRIDGE DIRECT COST	$0.00
Subcontractor(s) Cost (Breakdown Attached)	$	107,030.00
	SUBCONTRACTOR COST	$107,030.00
Key Walbridge Overhead / Profit on KEY DIRECT WORK (12%)		$0.00
Key Walbridge Overhead / Profit on SUBCONTRACTOR COST (3%)		$3,211
Key Walbridge Liability and Bond (1.3%)		$1,433
Subguard (.75%)		$838
	TOTAL COST OF COP	$112,512
	ROUNDED	$112,512.00

We request a total of 0 calendar days be added to our contract due to this change.

Response Required: 10 days

APPROVED:

Architect: Date:

Owner: Date:

Sincerely,
KEY WALBRIDGE

Paul Simpson, Project Manager

THIS PRICING EXCLUDES ANY OTHER WORK OR UNFORESEEN CONDITIONS, WHICH MAY BE REQUIRED BUT NOT INCLUDED HEREIN WITH THIS PRICING. WE RESERVE THE RIGHT TO SUBMIT FOR OTHER COSTS AND/OR SCHEDULE EXTENSIONS THAT MAY BE ASSOCIATED WITH THIS ITEM OF WORK. IT ALSO EXCLUDES OVERTIME OR ACCELERATION OF WORK TO MEET SCHEDULE REQUIREMENTS. PLEASE RESPOND IN WRITING BEFORE OR NO LATER THAN 5 WORKING DAYS, SO WE MAY PROCEED WITH THE REVISIONS AS OUTLINED IN THIS PROPOSAL. KEY WALBRIDGE WILL NOT PROCEED WITH THE WORK AS OUTLINED IN THIS PROPOSAL WITHOUT WRITTEN NOTIFICATION OF APPROVAL.

OWNER CHANGE REQUEST BACKUP
OCRR 162

Div	SUBCONTRACTORS		DESCRIPTION
07	WBH	$6,409.00	
26	Shelly	$8,449.00	
26	Leidos	$92,172.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
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		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
		$0.00	
	SUBTOTAL	$107,030.00	

WBH INDUSTRIES

3016 Avenue E East
Arlington, TX 76011
817-649-5700
817-649-5701

Randy Shurr
Project Manager
rshurr@wbhind.com
817-701-3440 - Direct Phone
817-701-3540 - Direct Fax

WICHITA MID-CONTINENT AIRPORT - AIR CAPITAL TERMINAL 3

4905-015	**CO**	N	**QUOTED**	Y		**QUOTE DATE**
PCO	**PROCEED**	N				9/9/2014

SCOPE: TSA Door Hardware Changes

	PRICE	AMOUNT
FINISH HARDWARE		
6 Hinges 5BB1HW 4-1/2" x 4-1/2" NRP 652	16.15	96.90
Add @ Tag #1-E055-E01(3), 1-070-E01(3),		
2 Electric Strikes 310-3-1 x 24VDC x 630	418.00	836.00
2 Locks 5-CP-92-FS/32D-G3	356.50	713.00
2 Medeco Cylinder Housing 32-0275 x Marks Cam x 626	58.80	117.60
2 Latch Guards 320 x 630	15.00	30.00
Add @ Tag #1-E055-E01(3), 1-070-E01(3),		
3 Locks 195RF/26D-F21 x 626 x Prepped for Medeco M32 cores	215.50	646.50
3 Latch Guards 320CXL x 630	15.00	45.00
Add @ Tag #1-059-E00, 1-064-E00, 1-068-E00,		
10 Medeco Temporary Core	92.40	924.00
1 Medeco Temporary Control Key Stamped Control	11.76	11.76
11 Medeco Temporary Operating Key	11.76	129.36
10 Medeco Permanent Core 32-0201 Master Keyed & Stamped on Both Sides	107.20	1,072.00
2 Medeco Permanent Control Key Stamped Control	14.96	29.92
10 Medeco Permanent Operating Key Stamped Core & Serial Number	14.96	149.63
Add @ Tag #1-E055-E01, 1-070-E01, 1-059-E00, 1-064-E00, 1-068-E00,		
HOLLOW METAL		
1 NO MATERIAL		
WOOD DOORS		
1 NO MATERIAL		-
ENGINEERING		
2 HRS - HARDWARE	95.00	190.00
HRS - HOLLOW METAL	95.00	-
HRS - WOOD DOORS	95.00	-
HRS - INSTALL	95.00	-

originated 07/30/14

MATERIAL AMOUNT	4,991.67
ADDITIONAL FREIGHT	731.00
SUBTOTAL	5,722.67

OVERHEAD	12.0%	686.72
PROFIT	0%	-
SUBTOTAL		6,409.39
TAX	0%	-
SUBTOTAL		6,409.39
BOND	0%	-
TOTAL AMOUNT		$ 6,409.00

QUALIFICATIONS

1. 6 week lead time.

2. All hardware as originally shipped for these openings that is not being relaced is to be reused.

ACCEPTED: _____

KEY/WALBRIDGE - A JOINT VENTURE

DATE: _____

3. Doors can not have two distinctively different locks on one door. This violates Life Safety by requiring secondary knowledge to exit the space. We do not include the Kaba E-Plex Lock in this quote.

4. Perimeter doors 1-055-E01 and 1-070-E01 already have heavy duty closers supplied.

5. Door position switches by security.

6. Latch guards/anti pick covers are not spcified for manufacturer or model number. We quote the Rockwood 320 series . Any change to this may result in an increased cost.

7. No Intrusion Detection System, Video Intercom/Door Answering System with Door Lock Release or CCTV/DVR Systems by WBH.

Shelley Electric, Inc.
3619 West 29th St. South
P.O. Box 12124
Wichita, KS 67277
Telephone: (316) 945-8311
Fax: (316) 945-2604

13 July 2014

Mr. Paul Simpson
Key / Walbridge
2277 Mid-Continent Road
Wichita, Kansas 67209

RE: ACT 3 – New Terminal (Package #12)

Subject: TB162 TSA camera and door modifications

Dear Mr. Simpson:

Following is the pricing associated with your request to provide conduit rough-in for new cameras, door locks and intercom stations in the TSA area in sector 7 first floor (TB162), on the above referenced project.

For This Work (add) $8,449.00

Pricing Summary:

- Provide conduit rough-in for two new cameras.
- Provide conduit rough-in for 5 new door locks.
- Provide conduit rough-in for a new intercom at door and a master station in the coordination center as directed.
- All conduits to be ran from device location to the TSA data closet.
- Price does not include any cutting or patching of walls. We may require access in some locations to provide rough-in.
- Price excludes any painting of surface mounted conduit (if required).
- All pricing is based on normal working hours.
- Pricing valid for30 days. Acceptance after this may require re-pricing.

All pricing backup is attached. Please note labor units are proprietary and confidential and to be used by the owner and engineer for this change only.

If you should have any questions regarding the above, please do not hesitate to contact the undersigned.

Respectfully submitted,

Shelley Electric, Inc.

Scott E Michaelis

Scott E Michaelis
Project Manager

SEM#1801

SHELLEY ELECTRIC, INC.

ACT 3 Mid-Continent Airport - New Terminal
PRICING SUMMARY

Description: TSA area cameras and door modifications

I	MATERIAL							
	A. Per Extend Sheet				$ 905.16			
	B. Quoted Items				$ -			
					$ -			
					$ -			
					$ -			
					$ -			
	TOTAL MATERIAL COSTS					$ 905.16		
II	LABOR COSTS	HOURS	RATE					
	A. Journeyman	110.2	$ 29.43	$ 3,243.19				
	Journeyman O.T.	0	$ 44.15	$ -				
	Foreman	11	$ 32.37	$ 356.10				
	Foreman O.T.	0	$ 48.56	$ -				
	Gen Foreman	0	$ 35.32	$ -				
	Gen Foreman O.T.	0	$ 52.97	$ -				
	B. Burden %	74%		$2,663.47				
	TOTAL LABOR COSTS					$ 6,262.76		
III	EQUIPMENT COSTS							
	A. Small Tools (5%) of Labor Cost				$ 313.14			
	B. Other				$ -			
					$ -			
						$ 313.14		
IV	TOTAL PRIME COST					$ 7,481.06		
V	OVERHEAD @ 10%					$ 748.11		
VI	TOTAL NET COSTS					$ 8,229.17		
VII	SUBCONTRACTOR COST					$ -		
VIII	SUBTOTAL						$ 8,229.17	
IX	PROFIT @ 2%						$ 164.58	
X	SALES TAX						Exempt	
XI	BOND (0%)						$ -	
XII	**TOTAL AND SELL PRICE FOR DIRECT COSTS**						**$ 8,394.00**	
		HOURS	RATE					
	PREPARATION FEE	1	$ 55.00				**$ 55.00**	
	TOTAL CHANGE TO CONTRACT						**$ 8,449.00**	

S36
7/13/2014

Job Name: E#12001 Mid Cont ACT 3 Pkg 12

Shelley Electric, Inc
CONFIDENTIAL

Column 1	Column 2	Column 3	Column 4	Column 5
S36 - TSA camera/	Combined	Combined	Combined	Combined

Items+ByProducts

Item #	Item Name	Quantity	Matl Price	Ext Matl Price	LABOR * * *	Ext Labor ***	CCode
Category: CCode = 116 Branch Rough							
566	1 EMT	350.00	$79.82 C	$279.36	8.19 C	28.68	116
578	1 EMT ELBOW	24.00	$550.95 C	$132.23	37.25 C	8.94	116
623	1 EMT CONN D/C	24.00	$70.37 C	$16.89	23.84 C	5.72	116
720	1 EMT COUP D/C	59.00	$80.64 C	$47.58	52.15 C	30.77	116
1,735	1.00 SUPPORT	50.00	$1.10 E	$55.00	.07 E	3.35	116
10,116	4/S BOX 2-1/8" DEEP	16.00	$117.46 C	$18.79	44.70 C	7.15	116
10,120	4/S SG MUD RING 3/4"DP	8.00	$55.49 C	$4.44	22.35 C	1.79	116
10,124	4/S BLANK COVER	8.00	$29.53 C	$2.36	11.92 C	.95	116
Totals for CCode				*$556.65*		*87.36*	
Category: CCode = 122 Branch Wire							
3,289	PULL TWINE	5,110.00	$68.20 M	$348.50	4.47 M	22.84	122
Totals for CCode				*$348.50*		*22.84*	
Totals:				*$905.16*		*110.20*	

Report Totals:

Items+ByProducts

Ext Matl Price	Ext Labor ***
$905.16	*110.20*

Shelley Electric, Inc
CONFIDENTIAL

June 25, 2014

leidos

Key/Walbridge
2277 South Mid-Continent Rd
Wichita, KS 67209

Reference: **Wichita Mid-Continent Airport Air Capital Terminal 3**

Attachment: **Change Proposal #003 – TSA Security**

Pursuant to the referenced Contract, Leidos hereby provides the attached proposal for the requested changes to the Contract.

If you have any questions, please contact the undersigned at (405) 478-5353 or David Roberts at (405) 816 -9342.

Sincerely,
Leidos, Inc.

Brian Dolan
Division Manager

Leidos Engineering, LLC
9400 N. Broadway Suite 300
Oklahoma City, OK 73114

Phone: (405) 478-5353

Pricing for TSA Security

1.1 General

This proposal is in response to a request by the JV to provide pricing for a stand-alone security system and TSA Telecom room build-out. Pricing for this scope of work is $92,172.

1.1.1 Scope of Work

Leidos has provided a cost of work based on the direction provided in emails sent that included TSA standards and scope. A complete design was not included in the documents provided so assumptions were made. Leidos has included the following:

Scope of Work – Infrastructure

- Provide and install cabling for five (5) doors.
- Provide and install cables for cameras (as shown on prints). Cabling will be terminated on both ends and housed in a faceplate at the camera end and installed on a 48-port patch panel on the IDF rack.
- Provide and install two (2) Aiphone 871802 & 871804 cable from the Aiphone monitor to the Aiphone device.
- Provide electronic test results for fiber and copper cabling.

Scope of Work – Security

- An Intrusion Detection System – Video Intercom/Door Answering System – CCTV/DVR System have been provided as shown in the 2013 TSA Wichita Mid-Continent Airport (ICT) documents provide to Leidos for pricing. Refer to scope of work listed in documents below.

1.1.2 Schedule

- Will need to be determined.

1.1.3 Labor Breakout

- Refer to labor summary in documents below.

1.1.4 Materials

- Refer to material summaries in documents below.

1.1.5 Assumptions

1) This change proposal only includes Leidos contract related items. This change request does not include items related to other work packages such as electrical, HVAC, Fire Protection, Architectural, and Structural unless specifically noted above.
2) Conduit/Cable tray pathways are to be provided and installed by others.
3) Horizontal voice/data cabling is to be provided and installed by others.
4) Network switches and network equipment is to be provided and installed by others.
5) Leidos has not included review of door hardware.
6) Grounding to TSA IDF and ground bar provided and installed by others.
7) UPS for racks or an in room UPS have not been included in our pricing.
8) Doors to be prepped and ready by others for proposed equipment install.
9) POTS lines will be provisioned by others.
10) No access cards have included.

Leidos Engineering, LLC
9400 N. Broadway Suite 300
Oklahoma City, OK 73114

Phone: (405) 478-5353

1.2 As-Builts

As-built drawings will be updated with the revised layouts upon completion of the work.

ENGINEERING LABOR WORKSHEET

Discipline			
Labor Category	Fully Burdened		
(insert categories)	Labor Rates	hours	fee or cost
Sr. Program Manager	$ 324.62	4.0	$1,298.48
Sr. PM Systems/Software Developer/An	$ 201.62	4.0	$806.48
Sr. Systems/Software Developer/Spec	$ 135.96	2.0	$271.92
Chief A/E	$ 285.24	0.0	$0.00
Project Manager	$ 223.14	0.0	$0.00
Project Construction Manager	$ 232.82	0.0	$0.00
Safety Manager	$ 143.79	0.0	$0.00
Project Controls Specialist	$ 181.42	2.0	$362.84
Procurement Specialist	$ 181.81	2.0	$363.62
PM Systems/Software Developer/Analys	$ 201.79	8.0	$1,614.32
Lead Communications	$ 149.79	8.0	$1,198.32
Sr. Communications	$ 139.49	0.0	$0.00
Administrative	$ 66.51	0.0	$0.00
Sr Tech	$ 123.93	0.0	$0.00
CADD/Draftsman	$ 74.63	16.0	$1,194.08
Electrical Engineer	$ 104.87	0.0	$0.00
	SUBTOTAL	**46.0**	**$7,110.06**
Labor General		0.0	**$0.00**
Labor Supervision		0.0	**$0.00**
Labor Engineering		46.0	**$7,110.06**
Other Direct Costs			
Travel			**$0.00**
TOTAL Other Direct Costs			**$0.00**

Change Request 005 Additional Network Equipment

			Total
A.	Subcontractor Cost	$	73,181
B.	Equipment	$	-
C.	Permits and Inspection Fees (if applicable)	$	-
D.	Equipment	$	-
	SUBTOTAL:	$	73,181
E.	Subcontractor Work (At Cost)	$	73,181
F.	Subcontractor Overhead & Profit @ 12.00%	$	8,782
G.	Mark-up Subcontractor Work @ 3.00%	$	2,459
H.	Supervision (See Design Labor Worksheet)	$	-
I.	Engineering Labor (See Design Labor Worksheet)	$	7,110
J.	Unit Price Subtotal	$	-
K.	Bond(s) Deduct of $166 from Sub Cost	$	641
	TOTAL CHANGE ORDER REQUEST PROPOSAL AMOUNT:	$	**92,172**

INTEGRATED TECHNOLOGY SOLUTIONS

David Roberts
Leidos
405-816-9342
David.f.roberts@leidos.com

June 20, 2014

Change Order Budgetary Pricing: WAA -- TSA Changes

David:

See below for a SOW with pricing for the WAA-TSA Changes. Pricing is based on SOW, prints and information sent to Electra Link on 5/27/14.

Scope of Work – Data Cabling

- Provide and install cabling for five (5) doors. Cabling will be installed in existing conduits (conduits will be provided and installed by others). Cabling will be left unterminated and coiled above doors.
- Provide and install two (2) Cat 6 data cables for cameras (as shown on prints). Cat 6 cabling will be terminated with Cat 6 jacks on both ends and housed in a faceplate at the camera end and installed on a 48-port patch panel on the IDF rack.
- Provide and install two (2) Aiphone 871802 & 871804 cable from the Aiphone monitor to the Aiphone device.
- Provide electronic test results for cat 6 cabling.

Assumption/Clarifications

- Work to be performed during normal business hours. No overtime included.
- Any customer requested work and or materials beyond the original scope of work described in this proposal and or the "Proposal Attachment" is subject to additional charges.
- Delays due to: closings, material availability, limited access or other events, which are the result of the customer, will be billed per hour for every hour the delay exists.
- No conduit or conduit installation included.
- No CIB's or DIB's included.
- No horizontal data cabling included.
- No fiber patch cables or patch cable installation included in this proposal.
- No electronics or electronics installation of switches, access control devices, routers, cameras, keypads, speakers, wireless access points, etc. are included.
- Price valid for 60 days.
- No sales tax included.

The Cable System Specialist

Project Pricing

WICHITA AIRPORT AUTHORITY-TSA CHANGES
2173 Air Cargo Road, WICHITA , KS 67209

				Material		Labor		
Product Description	Manufacturer	Manufacturer Part #	Quantity	Unit	Extended	Unit	Extended	Total
22/4 NON-PLENUM	BELDEN	8444	1	$ 423.53	$ 423.53	$ 552.00	$ 552.00	$ 975.53
18/2	AIPHONE	871802	1	$ 244.71	$ 244.71	$ 552.00	$ 552.00	$ 796.71
18/4	AIPHONE	871804	1	$ 458.82	$ 458.82	$ 552.00	$ 552.00	$ 1,010.82
CAT 6 GENSPEED 6	GENERAL	7131800	1	$ 252.94	$ 252.94	$ 552.00	$ 552.00	$ 804.94
CAT 6 JACK	PANDUIT	CJ688TPXX	4	$ 6.30	$ 25.18	$ 5.75	$ 22.99	$ 48.17
2-PORT STAINLESS FACEPLATE	PANDUIT	CFPL2SY	5	$ 8.18	$ 40.88	$ 5.75	$ 28.74	$ 69.62
48-PORT MODULAR PATCH PANEL	PANDUIT	CPP48FMWBLY	4	$ 38.35	$ 153.41	$ 69.00	$ 276.00	$ 429.41
10' CAT 6 PATCH CABLE	PANDUIT	UTPSP10GRY	4	$ 7.59	$ 30.35	$ 5.75	$ 22.99	$ 53.34
CAT 6 TESTING	ELI	CAT6TEST	2	$ -	$ -	$ 5.75	$ 11.50	$ 11.50
LOT MISC MATERIALS	ELI	MISC	1	$ 588.24	$ 588.24	$ 138.00	$ 138.00	$ 726.24
HORZ CABLE MGR, DBL SIDED	APC	AR8603A	1	$ 117.65	$ 117.65	$ 34.50	$ 34.50	$ 152.15
				$	2,335.71	$	2,742.72	$ 5,078.43

Project Pricing

Material Total	$ 2,335.71
Labor Total	$ 2,742.72
Expenses	$ 1,642.22
Sub Total	$ 6,720.65
Taxes	$ -
Bonding	$ 168.02
Project Total	$ 6,888.67

Contact me with any questions or if you need any other information.

Thanks,

Ben

Ben Matson, RCDD, PMP
Electra Link, Inc.
bmatson@electralink.com
405-200-3744 (cell)
405-715-1700 (office)
417 S. State Street
Edmond, OK 73003

Convergint TECHNOLOGIES

Making a Daily Difference

Security Proposal

Date: June 24, 2014

Quotation: 2154950261

To: Leidos

9400 N. Broadway

Oklahoma City, OK 73114

Project: WAA - TSA Office Security Additions R1

FOB Shipping Point

Attn:

From: Convergint Technologies, LLC

Gary Park SET, NICET 4

gary.park@convergint.com

Mobile: (316) 208-5312

Direct: (316) 208-5312

Fax: (000) 000-0000

Billed Upon Storage Billed Progressively

Convergint Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30.

Security System Scope of Work

Budgetary quote per specs provided by TSA.

Per plans provided by TSA -

IDS

Convergint to provide and install one (1) Bosch 9412GV4 IDS Panel.
Convergint to provide and install three (3) Bosch D1260 keypads.
Convergint to provide and install five (5) Sentrol door contacts.
Convergint to provide and install three (3) Bosch DS9360 Motion detectors.
Convergint to provide and install one (1) Bosch IP Communicator.
- Cabling by others
- IP address and network connection responsibility of TSA.

Panic/Duress

Provide and install two (2) duress buttons. Managers office and Coordination Center.

CCTV

Convergint to provide and install one (1) Bosch DVR.
Convergint to provide and install two (2) Bosch dome cameras.

Convergint to provide and install one (1) Camera power supply
Convergint to provide and install two (2) 20" LCD monitors
- Cabling by others
- IP address and network connection responsibility of TSA.

Aiphone
Convergint to provide and install one (1) JK Video master station.
Convergint to provide and install two (2) Vandal proof video door station.
Convergint to provide and install two (2) Door release relay
- Cabling by others

Stand Alone Access
Convergint to provide and install five (5) KABA EPLEX 5800 Stand alone lever sets.
Convergint to provide FIPS software.
Convergint to provide one (1) netbook.
Convergint to provide one (1) enrollment reader.
- Credentials not included.
- Credential enrollment not included.
- Doors to be be provided, prep'd and ready by others.

Door Hardware
Convergint to provide and install nine (9) MEDECO I/C core cylinders.
Convergint to provide and install three (3) MEDECO I/C housings.
Convergint to provide twenty (20) MEDECO keys.
Convergint to provide and install nine LCN 4041 door closers.
- Doors to be be provided, prep'd and ready by others.
Convergint to provide and install two (2) high security mortise locksets.
Convergint to provide and install three (3) store room function locksets.
Provide and install five (5) pick guards.

Excludes the provision or installation of conduit, wire, boxes, fittings or other electrical installation materials.

Access Card Enrollment
Provide programming/enrollment of TSA supplied PIV cards up to 25 users. TSA personnel to participate in the enrollment procedure as part of the training process.

Training
Provide training (8hrs) on all systems including badge enrollment.

Alternates

-

Clarifications and Exclusions

- Referencing previously agreed upon terms and conditions between Leidos and Convergint Technologies.
- Proposal does not include sales tax.

Rerformance Items

Yes	No	Description
✓		Material (listed on the BOM)
✓		Freight (prepaid)
	✓	Applicable Taxes
✓		One-Year Warranty on Parts
	✓	One-Year Warranty on Labor
	✓	Low Voltage Permits
	✓	Electrical Installation Permit
✓		Engineering and Drawings
✓		Record Documentation (As-Built)
✓		Floor plan with device placement and numbering (requires customer CAD)
	✓	Door wiring typical connections
	✓	Panel wiring point with to point connections
	✓	Riser drawing with home run wiring
	✓	Equipment rack layout drawing
	✓	Panel Wall Elevation drawing (may require customer CAD
	✓	Authority having Jurisdiction permit drawing (requires customer CAD)
✓		System Programming
✓		Project Management
✓		Mounting/Termination of Proposed Devices
✓		Testing of all Proposed Devices
	✓	Operations & Maintenance Manuals
✓		Owner Training
✓		System Meets Plans/Drawings
	✓	System is Design-Build
	✓	Payment & Performance Bonds
	✓	Installation of Wire and Cable

Yes	No	Description
	✓	Installation of Conduit and Boxes
	✓	Installation of Wire Hangers
	✓	Specialty Back Boxes
	✓	Installation of Specialty Back Boxes
	✓	Connection to Building Fire Alarm Panel
	✓	Installation & Power of Control Panels
✓		Installation & Power of CCTV Cameras
✓		Installation & Power of Intrusion Panels
✓		Installation & Power of Intercom System
✓		Installation & Power of Video Recorders (DVR/NVR)
	✓	120 VAC Power Receptacles
	✓	Lifts and Hoists
	✓	Floor Coverings for Lifts and Hoists
	✓	Fire Stopping (Excludes Existing Penetrations)
	✓	Patching and Painting
✓		Electrified Door Locking Hardware
	✓	Additional Lighting Requirements for Cameras
	✓	Ceiling Tiles and Ceiling Grid Repairs
	✓	On-Site Lockable Storage Facility
	✓	Vertical Core Drilling
	✓	Horizontal Core Drilling
	✓	Loading Software on Customer Provided Computer
	✓	Servers by Convergint
	✓	Servers by Others
	✓	Workstations by Convergint
	✓	Workstations by Others

Convergint Technologies, LLC
Wichita Office
Wichita, KS 67220
(316) 208-5312 Fax (000) 000-0000

2154950261

No	Qty	Part	Description	Unit Price	Ext. Price
			TSA OFFICE SECURITY ADDITIONS		
			Intrusion Detection System		
1	1	BOSCH D9412GV4-A	G Series Intrusion Panel		
2	3	D1260	ATM STYLE ALPHA COMMAND CENTER WITH LCD DISPLAY - OFF-WHITE ENCLOSURE		
3	5	1076D-N	Recessed Steel Door Contact w/Wire Leads, 1" Diameter, DPDT, White, 1/2" Gap Size. Double Pole-Double Throw		
4	2	DS9360	50' DIAMETER COMMERCIAL CEILING MOUNT PIR/MICROWAVE TRITECH		
5	1	D8128D	OCTOPOPIT 8 ZONE EXPANDER FOR G SERIES		
6	1	B426	Bosch IP Communicator		
7	1	MISC HARDWARE	MISC HARDWARE		
8	1	D8125INV	INOVONICS INTERFACE MODULE FOR G SERIES		
9	2	EN1235DF	Double-Button, Fixed Holdup Pendant Transmitter		
			CCTV		
10	1	DVR-5000-A6A201	DIVAR 5000 960H REALTIME, 16 CH. LOOPING VIDEO, 4 CH. AUDIO, INT. DVD, 2TB HDD		
11	1	DVR-XS-300A	DVR STORAGE EXPANSION 3TB (COMPATIBLE WITH THE DIVAR 3000/5000 SERIES RECORDERS ONLY)		
12	2	WZ45NV312-0-N	520 TVL INTEGRATED DAY-NIGHT IR DOME, VARIFOCAL AUTO-IRIS 3-12MM, 12/24V AC/DC, NTSC		
13	1	PLL2210MW	22" Monitor		

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No	Qty	Part	Description	Unit Price	Ext. Price
14	1	FPA100A-A8E5	100VA 8 outputs 24VAC@4A and 28VAC@3.5A fused at 3A E5 enclosure		
			AIPHONE		
15	2	JK-DV	JK SURFACE MOUNT COLOR VANDAL DOOR STATION, ZINC DIE CAST		
16	1	JMS-4AEDV	7" TOUCHSCREEN HANDSET/HANDS-FREE 4 X 8 COLOR VIDEO SET (JM-4MED, JK-DV, PS-1820UL)		
17	2	RY-3DL	SELECTIVE DOOR RELEASE ADAPTOR - IE-2AD, JA, JF, KB		
18	1	MISC HARDWARE	Misc. Hardware, Connectors		
			KABA EPLEX 5800		
19	5	EPLEX 5800	Kaba E-Plex® 5800-IC PIN/FIPS 201 Card or Dual Credential Access Control Lock		
20	1	EP-GEN-FIPS-XX-001	E-PLEX General FIPS Software Implementation Kit used with E5800 Series Locks and Controllers includes software CD for MS Windows-based PC and EP-MU-COM-001 Kit above for use with a laptop or netbook PC as lock communication device.		
21	1	EP-LLAUDITOR-001	E-PLEX LearnLok Audit Kit used with all card-based locks in LearnLok mode. Requires Laptop or Netbook PC; includes IrDA>USB Adaptor, USB?extension cable and instructions.		
22	1	120-ENFIPS-000	USB FIPS/DESFire Smart Card Reader/Enroller for use with E5800 Series Locks and Controllers and E-Plex FIPS Software.		
23	1	64684-26D-01	Installation Jig for E-Plex 5000 Series		

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No	Qty	Part	Description	Unit Price	Ext. Price
24	1	KABA NETBOOK	Netbook programmer		
			MARKS Door Hardware		
25	2	5-CP-92-F5/32D-G3	Mortise High Security Lockset with Deadbolt – Dormitory Function		
26	3	195-RF/26D-F21	Cylindrical Lever Lockset – Store Room Function		
27	1	MISC HARDWARE	Misc. Hardware, Connectors		
			MEDECO		
28	9	FMS I/C CORE CYLIN	FMS I/C CORE CYLINDERS		
29	1	MEDECO DUPL KEY	MEDECO DUPLICATE KEY		
30	3	MEDECO I/C HOUSI	MEDECO I/C HOUSINGS		
			LCN DOOR CLOSER		
31	9	4041	Door Closer		
			Equipment Total		$36,205.18
			Project Management		$3,520.00
			Engineering		$3,040.00
			Specialists		$14,820.00
			Warranty		$997.22
			Installation		$7,709.66
			Total		$66,292.06

Project Investment

Total Project Investment: **$66,292.06**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

Convergint Technologies

Gary Park SET, NICET 4

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)	Date
Authorized Signature	Printed Name/Title

2013

Transportation Security Administration

2299 Airport Rd.
Suite 200
Wichita, KS 67209

Wichita Mid-Continent Airport (ICT)

Physical Security Scope of Work for the Installation of High Security Locks, KABA E-PLEX Door Control, Duress Alarms Intrusion Detection System, CCTV/DVR System, and Video Intercom/Door Answering System for the TSA occupied space.

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Physical Security Requirements (Ref. Section III, Program of Requirements, 16 Aug 2010)

JPalmer
Transportation Security Administration
5/10/2013

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Security System Installer Information Requirements:..... 8
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Door Hardware:

- **Mortise High Security Lockset with Deadbolt – Dormitory Function, MARKS Part Number 5-CP-92-FS/32D-G3 with Medeco UL 437 M-3 Interchangeable Core cylinder. All Perimeter Doors as indicated. Doors (1 and 4)**

  - The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware. The MARKS Store Room Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

- **Cylindrical Lever Lockset – Store Room Function, MARKS Part Number 195-RF/26D-F21with Medeco UL 437 M-3 Interchangeable Core cylinder over-ride. As needed on designated interior doors. (Door 2, LAN Room Door 3, and 5)**

  - The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware. The Store Room Function Lockset will function so the latch bolt is retracted by key outside or by lever inside. Outside knob/lever always inoperative. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco UL 437 M-3 Interchangeable Core cylinder for secure key access.
  -

- **E-PLEX 5800 Door Control System (Cylindrical Lockset). As needed on designated interior doors. Doors (1,2,3, and 4),**

  This Lockset must accept a Medeco UL 437 M-3 Interchangeable Core cylinder for secure key access.

- **Medeco UL 437 M-3 Interchangeable Core cylinder**

  - The Contractor is responsible for purchasing a high security Medeco lock and key system approved by the TSA. In procuring the lock and key system, the Contractor must adhere to the following requirements:

    1) The key operated lock housing must accept a Medeco UL 437 M-3 Interchangeable Core.
    2) These cores must be “large format” to fit in the Kaba E-Plex.
    3) The client’s identity (TSA) and the where the locks are installed will not be divulged except as agreed upon by TSA.
    4) Deliver all change keys and core keys to TSA field representative.
    5) All change keys will be impressed with a sequential serial number on the bow of each key.
    6) The core key will be impressed with “Core” or “Control” on the bow of the key. Provide all pinning and key cut information to a TSA representative.
    7) Label each core with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.
    8) The Contractor or Lessor will provide and install all locksets, cores, and keys. Each key will have the serial number stamped on one side of the bow. Deliver all keys and any remaining cores to the TSA representative.
    9) The Contractor will be responsible for creating and maintaining an expandable multi tiered master key system hierarchy. The contractor based on the needs and requests of the local/field TSA Field Office will design the hierarchy.

- The contractor will provide and install/replace a Heavy Duty door closer on each Perimeter/Alarmed Door.

- For all door hinges installed with hinge pins are exposed to the unsecured area, the contractor will provide and replace with Non-Removable Pin (NRP) Hinges.

- **All perimeter Doors** will meet POR Specifications. A single leaf, solid core door in a metal frame will be installed, and equipped with a door contact alarm switch, and a High Security Lockset.

- **NOTE: All perimeter doors to TSA spaces must have Latch guards/Anti pick plate covers installed as needed, unless door strike/latch is protected/covered by door frame.**

Intrusion Detection System:

- The Contractor must design, procure, install, program, test, document, and provide training to multiple personnel, for a complete turn-key system.

- The work will include, but may not be limited to the following;

  - Install a TSA Office of Security approved Bosch intrusion detection system or approved equal.
  - Install a Bosch Model D9412Gv4 or approved equal.
  - The installer must be a certified vendor who is experienced in the programming the advanced software features associated with this panel and which is required for this security application.
  - The host panel and all associated control equipment will be located in **LAN/Server room (Door 3).**
  - All equipment serving the IDS/Access Control system will be wall mounted on the wall of LAN/SERVER room.
  - The contractor will provide all equipment mounts, slides, shelves or other items.
  - **Bosch D1265** arm/disarm keypads will be mounted inside the **Public Entrances (Door 1) and internal to the LAN ROOM (Door 3),** to the facility and will be programmed to accept all password combinations and will have the capability to arm and disarm all alarm points designated as general office security points.
  - Vendors: The contractor is responsible to ensure selected vendor is competent and current on the required panels.
  - The alarm system will notify via telephone connection or Internet connection the agency specified location violations of the security system.
  - Power for all intrusion detection devices installed on the floors are centrally powered and monitored from the LAN ROOM.
  - All intrusion detection devices are required to interface with the Bosch Model D9412Gv4 system or approved equal.

- The Contractor will maintain and warranty the system for one year after the acceptance date.

- The Battle Creek Michigan Federal Protective Service (FPS) Mega Center will remotely monitor the installed system and must be compatible with FPS existing hardware and software. **Bosch D9412Gv4**

- The contractor will be responsible for all the initial input of user codes and completion of the FPS Mega Center Alarm Requirements Document to be provided by the TSA Office of Security once the system has been installed and is ready for set up and programming.

- The minimum number of user pass codes must be 249.

- All installed equipment must have sufficient power supplies as necessary to provide battery backup for a 4-hour minimum outage.

- It is the responsibility of the host office to ensure that there is a **"Plain Old Telephone System" (POTS)** at each TSA location that has an approved security system installed. The contractor must install a RJ-31X phone jack and connect to a government furnished phone line and connect the security panel for dial-up back to FPS. Install the POTS line into **LAN ROOM (Door 3)**.

- The contractor will provide and install recessed door contact switches or equivalent, where specified and approved by TSA Office of Security & connect to the main alarm panel on all doors that have a Hirsch reader installed.

- The contractor will provide and install Bosch DS9360 Ceiling Mount Panoramic TriTech Motion Detectors within operating distance of all entrance/emergency exit doors and within **LAN ROOM (Door 3)** and other specified locations and connect to the main alarm panel to alert the monitoring station of surreptitious entry.

- Contractor will provide training to TSA personnel to enroll, update and remove persons from the Bosch system. NOTE: more than one person is to be trained to prevent single point of failure.

  NOTE: Use of GENERIC/UNIVESAL code is not authorized for access to TSA/Federal Air Marshal facilities.

Panic/Duress Alarms:

- There is no duress system in this space.

KABA E-PLEX 5800:

- The E-PLEX 5800 Door Control System will work as a standalone system.

- Entry points of spaces or designated areas will have an E-PLEX installed on each door.

- The E-PLEX Door Control system will have the capability to assign and monitor no fewer than 1000 Unique Personal Identification Numbers (PIN).

- The E-PLEX Door Control system will have the capability to assign and monitor no fewer than 1000 HSPD-12 (PIV) cards.

- The contractor will be responsible for all programming including the initial input of user data and codes and completion of the tracking spreadsheet document. \

- Contractor will provide training to TSA personnel to enroll and remove persons at the lock. NOTE: more than one person is to be trained to prevent single point of failure.

- Contractor will provide documentation from KABA showing proof of certification to install and program the E-PLEX

- The contractor will supply a "Kaba Handheld Netbook Laptop Computer with IrDA communications," and Kaba "FIPS High Assurance Software" for management of lock programming.

- LPM-1000 Lock Programming Module with FIPS 201 Enroller

Electronic Door Strikes:

- Electronic Door Strikes are not required for this space, except when a "Video Intercom/Door Answering system is slated for installation.

Video Intercom/Door Answering System with Door Lock Release:

- The Contractor or Lessor will purchase, install, program, maintain, and test a turn-key Aiphone Model JK1MED or equivalent. **(Note: Only the TSA Office of Security provides Approval of an Equivalent Video Intercom/Door Answering System).** The Contractor or Lessor will provide and install, program, maintain and test the system. Install all equipment according to manufacturer's specifications. All conduit sizing and wiring requirements are the responsibility of the Contractor or Lessor.

- The Video Intercom/Door Answering Systems will have the capacity for an additional door station, either audio/video or audio only and up to two additional interior stations, either audio/video or audio only.

- The external door station located outside TSA **Entrance (Doors 1 and 4)** must be one-piece units equipped with a CCD (Charged Coupled Device) chip camera with infrared LEDs (Light Emitting Diodes) for low light applications, Pan/Tilt mechanism adjustable by an interior monitor, call-in button, speaker/microphone for communication, and a locator LED. The call-in button on the external door station will turn on the 4" CRT (Cathode Ray Tube) at the inside monitor that initiates audio monitoring from the door and activates a two- or four- stroke chime. Audio communication at the external door stations must be hands-free, and communication at the inside stations must be through the handset.

- The interior monitor station **installed on the near the entrance corridor (Door 2), must** be one-piece units equipped with a 4" flat CRT monitor, a monitor activation button, a pan and tilt control pad, door release button wired to the main door electronic strike, secondary dry contact (optional), an all call button, call-in indicator LED, and a handset for private communication. Brightness and chime volume controls must be located in each of the monitoring units. The entry area must have the ability to be monitored by pressing the "monitor" button on any room station. This allows both audio and video monitoring, staying on for approximately 45 seconds. The interior stations must also be able to normally open a dry contact for door release and an extra dry contact for light or secondary door release activation.

  Specifications:

  - System: **JK 1-MED Series: Hands-free Color Video with Pan Tilt & Zoom**
  - Power Source: 18V DC. Use PS-1820UL.
  - Communication AUTOMATIC (hands-free) - to activate, momentarily push TALK Button MANUAL (push-to-talk/release-to-listen) - to activate, push TALK button for 1 sec. or until talk LED turns on.
  - Calling: Chime, image and audio approx. 45 sec.

- Between inside Stations: All Call tone, then communicate with handset.
- Video: Monitor: 3-1/2" direct-view TFT color LCD with 525 scanning lines.
- Camera Unit: CCD (Charged Coupled Device) with infrared LED illumination.
- Minimum Illumination: 5 Lux at 1'-5/8" distance.
- Night Viewing: Up to 1'-5/8" from camera, with white LED projected, background beyond 1'-5/8" cannot be seen.
- Wiring: Door to master: 2-cond., mid cap, solid, non-shielded Master to sub: 4-cond., mid cap, solid, non-shielded.
- Wiring Distance: Door to farthest master/sub master: 165'(22AWG) 330' (18AWG) Master to IER-2: 245' (22AWG) 490' (18AWG).
- Wire Type: Master to door: AIPhone #871802 Between masters/sub: AIPhone #871804.
- Mounting: Surface mount to a 1-gang box or ring.
- Door Release Contact: Normally Open - 12V AC, .4A Max.

CCTV/DVR System:

- The contractor is responsible for obtaining, installing, programming, and testing a complete turn-key Closed Circuit TV (CCTV) system that is approved by the TSA Office of Security. The contractor will maintain and warranty the system for one year after the TSA acceptance date.
- Install cameras to view and record all persons entering and exiting the facility. A **security quality monitor** must be set up to display all cameras continuously and wired into the supplied DVR which will store recorded video for at least 25 days and have the capacity to write/record to digital media (CD/DVD) for back-up/archive/audit.
- **(2) Two** fixed mount CCTV cameras will be ceiling mounted in smoked dome housings in the exterior space adjacent to (**All perimeter doors, receptionist area, and elevator lobby area per drawings**) aimed to view and record all activity/personnel entering TSA space.
- DVR will be located inside each LAN ROOM **(Door 3)**
- System hardware will include contractor provided:
    - a) Fixed mount all weather IR / CCTV cameras Bosch Model WZ45 or approved equivalent
    - b) Recording for a minimum of 25 days at 15 frames per second
    - c) 20" LED monitors (Qty 2) Location Door 3 and Door 2
    - d) All necessary hardware, wiring, power supplies
    - e) **(2) Two** cameras

- Place signage on interior of all perimeter doors indicating that property is protected by electronic video surveillance.

Computer LAN / SERVER Rooms (Doors 3)

- The Alarm Control Panel (ACP), which is typically located in the LAN / SERVER Room, should be located within 400 feet of any door employing any of the Intrusion Detection Systems or Electronic Access Control Systems components. A 360º Passive Infrared (PIR) motion sensor will be installed inside all LAN rooms. This space will be a separate zone on the Bosch panel or other approved system. LAN room Door 3 is specified as Information Security Restricted Areas (ISRA) all entry locations will use multifactor authentication access control (e.g., card key and PIN) to access the area.

- **SIGNAGE**: Sensitive areas (e.g., rooms containing information system servers, controlled interface equipment, associated peripherals, communication equipment, etc.) or areas where restricted actions occur (e.g., information assurance monitoring, system

administration, etc.) will be deemed an Information Security Restricted Area (ISRA) and clearly labeled as an "Information Security Restricted Area."

- A solid core wood door, or metal clad door in a metal frame will be installed and equipped with a contact switch, a cylindrical lever-storeroom function high security lockset, electronic strike, heavy duty closer, and a Wigand PIN reader to momentarily shunt the alarm while providing access control to the room. The Information Technology access control requirement is achieved through the use of the Hirsch access control system.

- All LAN doors must have Latch guards /Anti-pick plate covers installed.

Security System Installer Information Requirements:

- Upon request by the TSA Office of Security, the local TSA staff, or OSO, Compliance, Surface Inspections, the contractor will be required to provide the following information about the contractor's employees and subcontractors who may have direct or incidental access to information being provided by the TSA:

  - Employee's full name
  - Employee's date and place of birth
  - Employee's social security number
  - Employee's race and sex
  - Complete Finger Print Card
  - General Release of Information document

- The contractor is required to use GSA schedules and/or other government discounts when purchasing equipment or services in behalf of the TSA.

- All program software and written materials pertaining to the security/access control system and related devices will be turned over to the TSA Office of Security, to include:

  - Detailed Line Item Cost Proposals
  - Product Specification sheets
  - Inventory lists
  - Operating and installation instructions
  - As-built drawings
  - Key cut and pinning charts for locking system

- All questions pertaining to the security devices and their operation must be directed to the TSA Office of Physical Security. **Under no circumstances will Statements of Work (SOW) written by the TSA Office of Security, Physical Security Division be changed or modified without the express written permission of this office.**

Contractor is responsible for the following:

- **All conduit sizing and installation are the responsibility of the Contractor if required by facility**.

- Mortise High Security Lockset with Deadbolt – Storeroom Function, MARKS Part Number **5-CP-92-FS/32D-G3** with Medeco UL 437 M-3 Interchangeable Core cylinder.

- Cylindrical Lever Lockset – Store Room Function, MARKS Part Number 195-RF/26D-F21 with Medeco UL 437 M-3 Interchangeable Core cylinder.

- BOSCH D9412Gv4 Intrusion Detection System and duress buttons with Strobes to include strobes mounted outside TSA spaces to alert all personnel of duress

activation.

- BOSCH D1260 Arm/Disarm keypads- ***Connected to BOSCH D9412Gv4 Intrusion Detection System***

- BOSCH DS9360 Ceiling Mount Panoramic TriTech Motion Detectors- ***Connected to BOSCH D9412Gv4 Intrusion Detection System***

- Door Contact Switches ***Connected to BOSCH D9412Gv4 Intrusion Detection System***

- Folgers Adam model 310-3-1 & 310-1-2/3 electronic door strikes or HES equivalent on doors.

- Complete, turnkey CCTV/DVR system (to include cameras).

- Heavy Duty Door Closers for all doors.

- All doors must meet Sound Transmission Code 45.

- All perimeter doors to TSA/Federal Air Marshal spaces must have Latch guards/Anti pick plate covers installed.

- Non-Removable Pin (NRP) Hinges where required.

- All wiring and hardware.

- Installation of all security systems and/or devices will be in accordance with manufactures requirements.

- The personnel installing and programming security systems will be certified and current with the manufacture.

- All locksmith personnel installing, keying, pinning locks and other security devices will be certified, and current with the manufacture.

- Copies of all certifications and/or completed training will be available for review on site.
- FOR TSA CONTRACTORS ONLY (non-GSA): Contractor will submit to TSA CSO a detailed line item cost breakdown for all security material and employee hours billed to the United States Government. Contractor will provide a detailed installation schedule to TSA CSO as part of the proposal submitted by the contractor. Contractor will also immediately advise TSA CSO in writing of any delays.

- The United States Government has the right to inspect and test all supplies called for in the contract, to the extent practicable, at all places & times and in any event before acceptance in any manner that does not unduly delay the work.

- The only person authorized to accept completion of security system installation projects on behalf of the United States Government/ Transportation security Administration (TSA) is an Inspector SV 1801 who is also current and certified as a Contract Officers Technical Representative (COTR) with certifications on file with TSA Office of Acquisitions.

- During the acceptance phase, the contractor will provide a binder with copies of manufacturer brochures and any floor plans or drawings for all security systems and/or devices installed.

- Contractor will provide prior to acceptance by TSA Physical Security Field Support a completed Federal Protective Service (FPS) MARS document as well as a current testing document showing that all zones are operational and monitored by FPS. When the alarm

system is completely installed and programmed, it must be fully tested with the Mega Center Alarm Services Desk the Contractor must then schedule an acceptance inspection. Once this inspection is completed and the work determined satisfactory documentation will be provided. Security system must be fully operational and monitored by FPS before final payment is authorized.

- **The COTR is not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer.**

----------**END**----------

Points of Contact:

TSA Office of Security:
Physical Security Requirements for FSD Administrative Office Spaces; Mission Support Centers; other extensions of TSA Headquarters Programs and TSA Office of Security Wireless Stand Alone Access Control System Pilot Program:

Please direct all technical questions regarding this Scope of Work to:

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Alternate:

NOTE: Attachment(s)
1. Install Matrix
2. Power point diagram of FSD ICT/TSA facility.

Section III-C

PROGRAM OF REQUIREMENTS FOR PHYSICAL SECURITY CONSTRUCTION AND EQUIPMENT SPECIFICATIONS

APPROVAL DATE:
16 August 2010

DEPARTMENT OF HOMELAND SECURITY

TRANSPORTATION SECURITY ADMINISTRATION

OFFICE OF THE CHIEF SECURITY OFFICER

Thomas J. Wiley
Chief Security Officer

16 August 2010
Date

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I. Purpose

This document establishes the construction and security equipment requirements for general purpose office space; secure rooms and special purpose areas occupied by the Transportation Security Administration (TSA). They include the Federal Air Marshal Service (FAMS), Office of Global Strategies(OGS-Domestic Offices), Office of Security Operations (OSO), and all other TSA offices not specified. Compliance with the specifications contained in this Requirement will ensure adequate security, minimize operational costs, and provide consistency in the security of general purpose office space and sensitive/high security areas.

II. Scope

The construction and security equipment requirements contained in this Requirement apply to the security of interior space in facilities provided by the General Services Administration (GSA) and those provided by TSA components directly, whether leased or Government-owned. These requirements are to be incorporated into each space acquisition project's scope/definition of requirements and included in the appropriate Request for Proposals or Solicitation for Offers, as appropriate, when initiated by either a TSA Support Component or the General Services Administration (GSA). A list of acronyms is contained in Appendix A of this Requirement to facilitate understanding and use of this Requirement.

In accordance with DHS Instruction #121-01-001, Section V.I.5, deviations or waivers from these requirements may be implemented as approved by the Office of the Chief Security Officer (TSA CSO), Chief, Physical Security Division (PhySec).

III. Authorities

The requirements of this document are based on the authorities and requirements of the following documents or their successor documents. Any change in this Requirement mandated by a successor document, will be issued by memorandum from the Chief, PhySec, with approval from the TSA CSO.

a. Homeland Security Act of 2002

b. Title 6, United States Code, Section 341, Under Secretary for Management

c. Secretary of Homeland Security Memorandum, March 3, 2004, Subject: Designation of the Chief Security Officer as Senior Agency Official

d. DHS Management Directive 11080, Security Line of Business Integration and Management

e. Deputy Secretary Memorandum, January 23, 2009, Subject: Approved Definitions for DHS components

f. DHS Management Directive 11045, Protection of Classified National Security Information: Accountability, Control, and Storage

g. DHS Management Directive 11046, Open Storage Area Standards for Collateral Classified Information

h. Standard Operating Procedures For The Safeguarding of Classified National Security Information In A Closed Storage Processing Area, Version 1.0, May 19, 2009, issued by the Office of Security's Administrative Security Division

i. Director Central Intelligence Directive (DCID) 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities

j. Interagency Security Committee (ISC) Standard: Facility Security Level Determinations for Federal Facilities

k. National Security Telecommunications and Information Systems Security Instruction (NSTISSI) No. 7003, Protective Distribution Systems

l. Instruction 121-01-010 for DHS Physical Security (Revision 00)

m. Instruction 121-01-011 for DHS Physical Security Physical Security Construction and Equipment Specifications (Revision 00)

IV. Responsibilities

A. TSA Chief Security Officer (CSO)

The CSO is responsible for the overall management of the Physical Security (PhySec), Personnel Security (PerSec), Sensitive Security Information (SSI), Operational Security (Opsec), and Information Security (InfoSec) at TSA. Including those management and oversight activities related to the development of policies and standards governing the implementation of physical security construction criteria and related equipment for offices and facilities for which the Office of Security is responsible.

B. Chief, Physical Security Division (PhySec)

The Chief, PhySec, is responsible for implementing policies and standards governing physical security construction criteria and related equipment for spaces occupied by TSA components. Duties include management of the Division staff ensuring proper coordination with the appropriate procurement official and facilities management official; provide technical expertise and input to the development of security requirements for general purpose office, as well as special/critical rooms and/or areas, overseeing the installation, testing and validation of newly installed security requirements and equipment and approving deviations from construction and equipment contained in this Requirement.

C. Physical Security Specialist (PSS)

The PSS is an Inspector designated by the Chief, PhySec as responsible for assisting TSA components in developing physical security requirements for new space acquisitions or alteration projects, coordinating rough-ins with facility architects and engineers, inspecting construction build-outs, the installation and testing of physical security equipment, and conducting on-site inspections to ensure the proper installation of the physical security requirements contained in Section IX, Physical Security Requirements and Specifications of this Requirement. The PSS is also responsible for

coordinating maintenance and repair/replacement issues while physical security equipment are under manufacture warranty.

V. Space Acquisition Planning and Coordination

The PhySec, or designee, will conduct a security assessment to ensure physical security requirements, particularly those impacting construction, are integrated into the development of a new space or facility acquisition project. Failure to conduct an assessment can result in costly delays, adversely impacting mission performance, and/or result in facilities not being adequately secured, creating an unacceptable risk to TSA employees , mission, and the facility itself. It is imperative security professionals be involved at the outset in the development of new space acquisition projects. The identification of security requirements shall begin in the initial space requirements development process. This includes the necessary coordination with the TSA Chief Information Officer (CIO) for required IT support, Local Area Network (LAN) rooms, and server closets. Physical security requirements integration shall continue through design, construction, and installation and testing of required security measures. The construction/major modernization of a government-owned facility and the leasing of private sector facilities involve different procurement processes and have different critical stages for security oversight.

A. Leased Facilities

Physical security requirements shall be identified early in the project development process for lease acquisitions, beginning with the identification of the space requirement and a preliminary Facility Security Level (FSL) designation. The applicable ISC security criteria document shall be used in the development of needed security measures. Security requirements shall be made part of the market survey process of identifying potential leased locations. A security assessment of the space requirement (to include consideration of location/potential symbolism of the facility, mission criticality, threat to tenant agencies) as well as size and number of employees, shall be made to ensure potential locations can meet the minimum security requirements. TSA components shall seek guidance and technical input from the PSS, as necessary, at any point in the development of lease acquisition projects in which they will be housed. It is especially important to do this in the requirements development process prior to issuance of a lease Solicitation For Offers.
Once leased space is occupied, changes in security measures that involve the building or building systems shall be coordinated with the PSS.

B. Additional Considerations

Regardless of the type of space being considered for occupancy, common requirements need to be addressed when applicable. The following list is not inclusive and the responsible representative should consult with the Chief, PhySec, or assigned PSS, as appropriate, when developing a list of new project requirements or attempting to correct a physical security problem involving existing occupied space.

1) **Consultation with Building Owners**. Consult with building owners, or his or her representative, when contemplating any security requirement affecting the façade of the building, interior lobby or other public area space to ensure installation of equipment is permissible and where, how, and

when the installation work may be performed. This will preclude potential conflicts and avoid possible expensive repairs and/or work delays.

2) **Life Safety Codes.** Ensure fire code requirements mandating the automatic release of magnetic door locks to expedite egress during an emergency; do not adversely impact the security of TSA space. The vulnerability inherent in the automatic release of perimeter doors can be addressed by establishing an internal vestibule with a separate access controlled entrance door for TSA Component space. This will permit emergency egress, while maintaining continuous security, even in an emergency.

3) **Security Equipment.** To ensure cost and operational efficiency, all security equipment and systems shall be operationally compatible and consistent throughout TSA space. The PhySec Division will follow the ISC guidelines identifying which security countermeasures are required. Any additional security countermeasures above and beyond what is specified in this document e.g. biometric systems will be funded, installed, and maintained by the requesting office and not the responsibility of the PhySec Division. Consult with the designated PSS when installing or replacing equipment. When resources area available, a TSA PSS will physically inspect the facility and custom design a holistic security system that will meet or exceed the baseline security levels as per DHS requirements. The equipment installer (integrator) will be responsible for maintenance, repair, or replacement, as necessary, during the manufacture warranty period of at least one year after system acceptance.

4) **Duress Buttons.** (See Appendix D Intrusion Detection Systems for specifications)
Duress buttons are often necessary at guard posts and critical interior areas. The PSS shall designate the locations for duress buttons, as needed.

   a. The Receptionist Desk and Ops Center will be equipped with a duress alarm activating a visual signal (strobe) at one or more location(s) to alert key personnel and will work through the Intrusion Detection System Alarm Panel.

   b. The Duress Alarm Button will be installed within reaching distance of the receptionist seating area so that it can be used covertly in an event of an emergency situation or event. The Duress Alarm Button will be connected to and report as a Duress Alarm (on a dedicated zone or alarm point) through the Intrusion Detection System. A sign will be erected inside FSD/FAMS Office advising of Duress/Strobes and procedures to follow: **DO NOT OPEN DOOR IF STROBE ACTIVE!**

5) **Door Numbering System.** Because all locking devices and alarms must be inventoried to enable PhySec personnel to efficiently respond to trouble calls, all perimeter and interior room/area doors of space occupied by TSA components shall have their own unique numbered door sign. The

designation of individual doors must be consistent with the signage and numbering system of the entire building whether it is Government-owned or leased.

6) **Locking Devices.** (See Appendix C Door Locks for specifications)

a. Access controlled card reader doors, and doors that serve as entry points will be equipped with a UL 437 compliant high security lock. The on-site security representative must maintain a key management system. All locksets installed on card reader doors must accept large format interchangeable cores, and keys are controlled by the Accountability Property Officer for that facility. Key distribution and management shall be coordinated through the assigned PSS to avoid confusion.

b. When a supplemental access control device other than a card reader is used it must be a Grade 1 electrified lockset with key and pin override capability, and accept a large format interchangeable core. Additionally it must have a data port for programming and downloading audit trails. Supplemental access control devices shall be coordinated through the PSS, prior to being procured. The on-site designee will manage the programming of the lockset and will maintain the master programming code for the lockset(s). (See Appendix H Stand Alone Systems for specifications).

7) **Key Control.** Keys for offices, storage rooms, conference rooms and general purpose office areas are inventoried and controlled items. Keys may be issued to individuals with a need to lock and/or unlock their assigned work area. The PhySec Division will assist in developing a key control program for offices/areas that do not have key control accreditation requirements. While such procedures are site specific, they entail the following basic requirements. For example, once an individual is issued a key and has signed a Key Issue Record, that individual is responsible for the key until the key is returned to the issuing authority. When an individual signs the Key Issue Record they are consenting to the following:

a. duplication of keys is prohibited;

b. keys must remain in their possession or controlled at all times;

c. upon transfer, reassignment or changing offices, individuals must turn the key back to the issuing authority;

d. Individuals are not authorized to pass assigned keys to another individual;

e. loss of keys must be immediately reported to the issuing authority; and

f. all issued keys are the property of the United States Government.

An effective key control program should include these requirements, a

secure spare lock container, and procedures for access and control and recording keeping. At a minimum, keys should be housed in a location out of public view and locked within a lockable steel key cabinet, firmly secured to a wall. **FIELD SECURITY OPERATIONS**

8. **Video Surveillance/Closed Circuit TV (CCTV) System**. (See Appendix G CCTV Systems for specifications)

   a. A CCTV system may be required as determined by a PSS security assessment. All video surveillance/CCTV systems must be consistent with the Office of Security's integration requirements. Under no circumstances will do it yourself CCTV systems be installed.

   b. In areas that have CCTV systems installed, the approved Office of Security video surveillance advisory sign must be erected at the entrance to such areas advising individuals who enter an area are subject to constant video surveillance. See Appendix B for a sample advisory sign, which shall be laminated and posted.

   c. No one outside the Office of Security is authorized to view archived video without the CSO approval. The CSO will release archived video only in support of an official law enforcement investigations or through an official Freedom of Information Act (FOIA) request determination.

   d. CCTV storage capability shall be 25 days at a minimum of 15 frames per second, unless approved by the PhySec Division.

   e. A surveillance camera shall monitor lobby entrances, emergency exits, and entrances to collateral areas or SCIFs continuously.

9. **IT LAN Rooms and Server Closets**. The number, location, and the security requirements for IT rooms, as specified in Section IX, IT Equipment Rooms, shall be included in the space requirements scope of work for both leased and new construction/alteration projects. PhySec personnel will conduct an inspection of the completed IT rooms/closets for compliance with the required physical security measures and to ensure equipment is installed properly, as part of the final acceptance of the space.

10. **Americans with Disabilities Act compliance.** Consult with an architect or other individual familiar with the requirements of the Americans with Disabilities Act to ensure all security requirements, including card readers, are installed in compliance with this Act.

11. **Life safety Codes.** Ensure all door locks permit emergency egress as required by life safety codes.

12. **TSA Office of Security Documents.** Physical security related documents, including this Requirement, governing the security of TSA occupied space may be accessed on-line using the TSA SharePoint. **FIELD SECURITY OPERATIONS**

VI. Inspection, Testing, Validation, Labeling and Acceptance

a. Upon completion of space build-out (up to collateral space), security systems shall be inspected, tested, validated, and all wiring labeled. The PSS assigned to the project, the TSA Component representative, and the vendor responsible for the actual installation shall accomplish the inspection, testing, and validation process jointly. Inspections confirm that the proper equipment manufacturer and model were installed as specified; Testing determines that the equipment is working and performing as intended; Validation ensures that alarms/signals are being transmitted and received by the appropriate monitoring station and Labeling identifies the equipment served by the individual cables connected to security system panels. A close out memorandum issued by the PhySec Division identifying that all security countermeasures are operating correctly and the requisite staff has been adequately trained by the vendor will be signed by the FSD, FAMSAC or senior representative and maintained by the PhySec Division.

b. Acceptance of the space for occupancy shall be contingent upon favorable inspection, testing, validation, and labeling of the installed security measures. A set of as-built drawings and warranty information will be provided with operational/trouble-shooting training to the TSA Component representative and appropriate on-site users. Duplicate sets of wire diagrams of all security systems in TSA Component space (one set for the TSA Component representative and one set for PhySec) shall be provided with all equipment warranty information. These latter requirements shall be included as provisions in the respective lease acquisition or construction contract.

c. The inspection, testing, validation, and labeling process for Sensitive Compartmented Information Facilities (SCIFs), shall be conducted by a representative of the Office of Security, Special Security Programs Division, Accreditation and Technical Services Branch, as part of the overall SCIF accreditation requirement.

VII. Periodic Testing

For TSA components housed in GSA controlled space, the Federal Protective Service (FPS) is responsible for recurring testing of building perimeter security equipment and systems. TSA Component representatives and, where necessary, a representative of PhySec, shall liaison with the FPS Inspector responsible for the facility to ensure timely completion of testing and minimal workplace disruption. All systems will be tested annually to ensure functioning and co-ordination with Federal Protective Service (FPS)

VIII. Security Equipment Warranty, Maintenance, Repair, and Replacement

All access control, door locking hardware, intrusion detection, CCTV, contained in Section IX below shall be maintained, repaired, or replaced by the security integrator during the warranty period. Scheduled maintenance testing shall be coordinated with the building facility manager and TSA Component representative. After the warranty period, all system components will be maintained, repaired or replaced by PhySec in coordination with the TSA Component staff and the respective facility management or leasing agency responsible for the space or facility.

Equipment failure or malfunction during, or after, the warranty period shall be reported immediately to PhySec. TSA component representatives may contact PhySec by

emailing **FIELDSECURITYOPERA@TSA.DHS.GOV** for technical support assistance.

IX. Physical Security Requirements and Specifications

The following construction and equipment specifications are minimum requirements for each of the respective areas and supersede existing building standards, as applicable. These requirements may be exceeded based on a PhySec assessment conducted in consultation with the pertinent TSA office representative. All equipment and systems to be maintained, repaired/replaced by PhySec shall be consistent with those specified by PhySec. Consult with the Chief, PhySec or the PSS prior to purchasing and/or installing security equipment for which the PhySec Division is responsible.

All equipment specifications can be found in appendixes C thru H. The PSS assigned to the project will conduct an on-site assessment or review of drawing and identify which devices are required at which locations. Security countermeasures specified in a Statement of Work (SOW) will be issued to ORES. The substitution or deletion of specified equipment in the SOW is not authorized without prior approval thru PhySec.

For rooms or spaces not listed below e.g. SCIF, the PhySec Division office can provide guidance and documentation of requirements.

X. Security Classification

All documentation to include surveys, statements of work, security countermeasure type and placement will be classified as "FOR OFFICIAL USE ONLY (FOUO)". The following classification marking is required on all documentation :

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Homeland Security (DHS) policy relating to FOUO information and is not to be released to the public or personnel who do not have a valid "need-to-know" without prior approval of the authorized DHS official. At a minimum, this document will be disseminated only on a need-to-know basis, and when unattended, will be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure. When no longer needed, destroy this material by shredding, pulping, or burning to assure destruction beyond recognition

General Purpose Office

General purpose office space is space used for non-critical, non-sensitive functions occupied by TSA components as defined in Section I, Purpose (e.g. FSD offsite office space). Locations that are predominantly general purpose in nature, however, may contain special critical, sensitive areas or rooms within them which require additional security measures beyond those for general purpose space.

Doors, Perimeter (TSA occupied space)	• Minimum 32" clear wide x 80" high, solid core wood, minimum 1 3/4" thick, OR hollow metal, minimum 1 3/4" thick with minimum 14-gauge skin plate thickness, with continuous vertical steel stiffeners spaced 6" O.C., or insulated tempered glass. • Welded steel door frame assembly mounted to 14 gauge metal studs. Knock-down [collapsible jam and header] frames or aluminum frames are not acceptable. • Hinges, pivots, and pins installed to prevent removal when door is closed and locked. • If tempered glass doors are used, an interior vestibule with solid core wood or metal doors shall be established to maintain security during emergencies. (See Section V, paragraph B, Additional Considerations.)
Door Hardware and Locks	• Perimeter: UL 437 compliant high security lock with approved cylinder housing. Mortise lever set. • Interior: Building standard unless determined otherwise by a PSS assessment.
Door Closer	Non-hold open door closer on all perimeter doors and any interior door equipped with card reader.
Emergency Exit Only Doors	• Shall be alarmed and equipped with free egress exit devices; no external hardware. • Hinges, pivots, and pins installed to prevent removal when door is closed and locked.
Access Control System (ACS)	• Perimeter Doors: Required for all perimeter doors to TSA occupied space except for emergency exit only doors: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up. • Interior Doors: As specified by the Physical Security Specialist.
Intrusion Detection System (IDS)	Required for all perimeter doors: alarm keypad(location and quantity determined by PSS), high security door position switch, and twenty-four hour battery back-up.
Video Surveillance (CCTV Monitoring)	Required at all perimeter doors, internal office locations will be based on PSS survey. Additional locations may include: Weapons storage room, etc.
Duress Alarm	Required at Receptionist desk, command centers and other locations as per the PSS survey.
Walls (Perimeter)	• Slab to slab construction. • 14 gauge expanded steel mesh or equally substantial construction materials as approved by PhySec if walls are not slab to slab.
Windows (new lease	• Preferred glazing system include: thermally tempered heat

only)	strengthened or annealed glass with a fragment retention film installed on the interior surface and attached to the frame; laminated thermally tempered, laminated heat strengthened, or laminated annealed glass • Acceptable glazing systems include thermally tempered glass; and thermally tempered, heat strengthened or annealed glass with fragmentation retention film installed on the interior surface (edge to edge, wet glazed, or daylight installations are acceptable). • A 7mil retention film will be sufficient to meet the minimum physical properties.
Stand Alone Access Control systems	• Offices requiring access control but not within distance of the office wide access control system e.g. break rooms at airport locations. • Acceptable system requires individual PIN access and audit trail

IT Equipment Rooms LAN ROOMS

IT equipment rooms house IT servers, rack equipment, telecommunications equipment, and security/CCTV systems and may be located on multiple floors within a single building and/or in a separate building serving multiple buildings within a campus like facility.

Doors	• Minimum 32" clear wide x 80" high solid core wood 1 3/4"thick with natural wood veneer, installed in welded steel frame assembly mounted to14 gauge metal studs. Knock-down [collapsible jam and header] frame or aluminum frame is not acceptable. • Hinges preferred on internal side of door; if external, hinges must be pinned.
Door Hardware and Locks	• UL 437 compliant high security lock with approved cylinder housing. • Grade 1 cylindrical or mortise lever set.
Door Closer	Non-hold open door closer required.
Access Control System (ACS)	Single Entrance Door Required: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up.
Intrusion Detection System (IDS)	Required only when entrance door is not protected by two layers of security. When required must have: alarm keypad, high security door position switch, motion detection room interior, and twenty-four hour battery back-up.
Walls	Slab to slab construction. 14 gauge expanded steel mesh or equally substantial construction materials as approved by PhySec.
Video Surveillance (CCTV Monitoring)	Not required unless entry door is on the perimeter.
Windows	Windows prohibited unless authorized by waiver. When present at < 18' ground height or otherwise accessible: locked with L-brackets using security screws and motion sensors.
HVAC Openings	HVAC duct or other openings exceeding 96 square inches equipped with 1/2' steel manbars welded every 6'.

Closed Storage Secret Area

Closed Storage Secret (or below) Area is a room to be located within TSA occupied General Purpose Space. A GSA-approved Class 5 security container and door hardware and locks are required for protecting classified national security information.

Doors	• Minimum 32" clear wide x 80" high solid core wood 1 3/4" thick with natural wood veneer, installed in welded steel frame assembly mounted to14 gauge metal studs. Knock-down [collapsible jam and header] frame or aluminum frame is not acceptable. • Hinges preferred on internal side; if external, hinges must be pinned.
Door Hardware and Locks	• Grade 1 cylindrical or mortise lever set. • Building standard unless determined otherwise a PSS assessment.
Windows	• Ground height 18' or higher desired. • Ground height < 18' Locked with L-brackets with security screws; motion sensors. • Accessible from fire escapes & Locked with L-brackets with security screws; other structures motion sensors.
Walls	• 8' minimum. Slab to slab not required.
Storage Container	GSA Approved Class 5 container with Kaba Mas X-09 combination lock or equivalent.

Weapons Storage Room

Weapons and ammunition storage areas located within TSA space are necessary to store weapons and ammunition required for local contract security officers and/or Federal law enforcement officers assigned to specified TSA facilities. Weapons Storage Rooms shall be windowless and constructed/equipped to prevent unauthorized access and to reduce potential injury to personnel located outside the storage area from accidental weapons and ammunition discharge within the storage area. This includes ACS, IDS, and CCTV. All applicable fire safety code requirements are to be adhered to in the planning, construction, and operation of such storage areas, including notification to local fire department officials of their location.

Five or less weapons and associated ammunition assigned to individuals may be stored in windowless GP-1 General Purpose Office space, provided weapons and ammunition are contained in a locked GSA approved Class 5, two drawer weapons storage container. Weapons and ammunition are to be stored in separate drawers with different combinations for each drawer.

Single entrance door	• Minimum 32" clear wide x 80" high, solid hardwood or laminated wood, minimum 1 3/4" thick. OR • Hollow metal, industrial-type construction, 1 3/4" thick with minimum 14-gauge skin plate, internally reinforced with continual vertical stiffeners spaced 6" O.C.

	• Installed in welded steel frame mounted to 14-gauge metal studs. Knock-down [collapsible jam and header] frames or aluminum frames are not acceptable. • Hinges, pivots, and pins installed to prevent removal when the door is closed and locked.
Door Locks and Hardware	• UL 437 compliant high security lock with approved cylinder housing. • Grade 1 cylindrical or mortise leverset.
Door Closer	Non-hold open door closer required.
Access Control System (ACS)	Single entrance door with: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four-hour battery back-up.
Intrusion Detection System (IDS)	Single entrance door with: alarm keypad, motion sensor, high security door switch, twenty-four hour battery back-up
Walls	• Slab to slab. • Metal Mesh. A custom built cage with 6-8 gauge expanded steel mesh will be constructed inside all weapons rooms
Video Surveillance (CCTV Monitoring)	The PSS will determine where surveillance cameras will be located at the exterior of the entrance door and within the storage area.
HVAC Ducts	HVAC duct or other openings exceeding 96 square inches equipped with 1/2' steel manbars welded every 6'.
Storage Containers and Clearing Barrel	• Firearms: GSA approved Class 5 Weapons Storage Container. • Ammunition: GSA approved Class 5 Weapons Storage Container. **Note**: Weapons and ammunition cannot be stored in the same container unless stored in a GSA approved Class 5 safe with two drawers, each drawer having its own X-09 combination lock with unique combination.

Remarks: Floor, wall, ceiling and window finishes; electrical and lighting; and fire safety requirements shall meet TSA minimum building standards and national codes. Note: NFPA 495 code addresses storage of explosives, including ammunition.

Secure Meeting Room

Secure meeting rooms are those enclosed rooms used to discuss sensitive issues pertaining to or including national security information. They differ from SCIFs or Open/Closed Storage areas in that there is no processing of information. Secure meeting rooms shall be located within the interior of TSA space [windowless] with no wall being a perimeter wall of the Component's space.

Doors	• Minimum 32" clear wide x 80" high, solid core wood, minimum 1 3/4" thick, installed in welded steel door frame assembly mounted to 14-gauge metal studs. Knock-down [collapsible jam and header] frames or aluminum frames not acceptable. • STC 45 rated. • Hinges, pivots, and pins installed to prevent removal when the door is closed and locked.
Door Locks and Hardware	• Grade 1 cylindrical or mortise leverset. • UL 437 compliant high security lock with approved cylinder housing.
Door Closer	Non-hold open door closer required.
Access Control System (ACS)	Single entrance door Requirements: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up.
Walls	• Slab to slab. • STC 45 rated.
HVAC Openings	All gaps/holes around or near air vent/pipe penetrations are to be sealed.

***Remarks:** Floor, wall, ceiling and window finishes; electrical and lighting; and fire safety requirements shall meet TSA minimum building standards and national codes.
***Additional Note: Existing Room Customization.** An existing room can be adapted to a secure meeting room through the introduction of countermeasures such as the following:

a. Introduction of transducers or "white noise" generators to muffle human voice transmission,
b. Application of sound dampening seals on all doors, or
c. Posting a security guard or other official (with equivalent level of clearance) outside the room to eliminate eavesdropping.

HSDN Area (Closed Storage Secret)

Homeland Security Data Network (HSDN) areas within a Closed Storage Secret Area are used for electronic processing of classified national security information. They have the same physical security requirements as a Closed Storage Secret Area. However, no more than four (4) electronic processing workstations are permitted.

Requirements	• Compliance with TSA MD 11046, augmented by *Standard Operating Procedures For The Safeguarding Of Classified National Security Information In A Closed Storage Processing Area,* Version 1.0, dated

	May 19, 2009 (or its successor document), hereinafter SOP. • NSTISSI No. 7003 may require additional security measures as determined by the Cognizant Security Authority (CSA), assigned to the SSPD. • Area (walls, ceiling, vents, doors) must be STC 45 rated. • SOP inspection check list and SOW to be used in the final acceptance of the HSDN Closed Secret Area. • The Physical Security Specialist inspects final build out and completes a Closed Storage Processing Area Survey Report which is to be signed and submitted to PhySec for approval. Upon approval, the PhySec issues an approval letter for operational use.

Personally Identifiable Information (PII) Storage and Work Areas

Personally Identifiable Information (PII) Storage and Work Areas are rooms or areas where privacy protected, but non-classified, information is used (and retained in official files) on a daily basis. Examples include Chief Human Capital Officer personnel file rooms, and other activities where PII is used and retained during the normal business day.

Doors	• Limit number to minimum required by fire safety. • Minimum 32" clear wide x 80" high, solid core wood, minimum 1 3/4" thick, or hollow metal minimum 1 ¾ "thick, installed in welded steel frame assembly mounted to 14-gauge metal studs. Knock-down [collapsible jam and header] frames or aluminum frames not acceptable. • Hinges, pivots, and pins installed to prevent removal when the door is closed and locked.
Door Lock sand Hardware	• UL 437 compliant high security lock with approved cylinder housing. • Grade 1 cylindrical or mortise leverset.
Door Closer	Non-hold open door closer not required unless equipped with Access Control System (ACS).
Access Control System (ACS)	Entrance doors. The PSS assigned will determine requirement. If required: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up.
Intrusion Detection System (IDS)	Not required. PSS will determine requirement.

Bomb Appraisal Office (BAO)

Bomb Appraisal office space is used for storage and construction of improvised explosive devices, and training aids used to train TSA personnel. These offices usually located with FSD office spaces require additional security beyond those for general purpose space.

Doors	• Minimum 32" clear wide x 80" high solid core wood 1 3/4"thick with natural wood veneer, installed in welded steel frame assembly mounted to14 gauge metal studs. Knock-down [collapsible jam and header] frame or aluminum frame is not acceptable. • Hinges preferred on internal side of door; if external, hinges must be pinned.
Door Hardware and Locks	• UL 437 compliant high security lockwith approved cylinder housing. • Grade 1 cylindrical or mortise lever set.
Door Closer	Non-hold open door closer required.
Access Control System (ACS)	Single Entrance Door Required: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up.
Intrusion Detection System (IDS)	Required only when entrance door is not protected by two layers of security. When required must have: alarm keypad, high security door position switch, motion detection room interior, and twenty-four hour battery back-up.
Walls	Slab to slab construction. 14 gauge expanded steel mesh or equally substantial construction materials as approved by PhySec.
Video Surveillance (CCTV Monitoring)	Not required unless entry door is on the perimeter.
Windows	Windows prohibited unless authorized by waiver. When present at < 18' ground height or otherwise accessible: locked with L-brackets using security screws and motion sensors.
HVAC Openings	HVAC duct or other openings exceeding 96 square inches equipped with 1/2' steel manbars welded every 6'.

Operations Centers

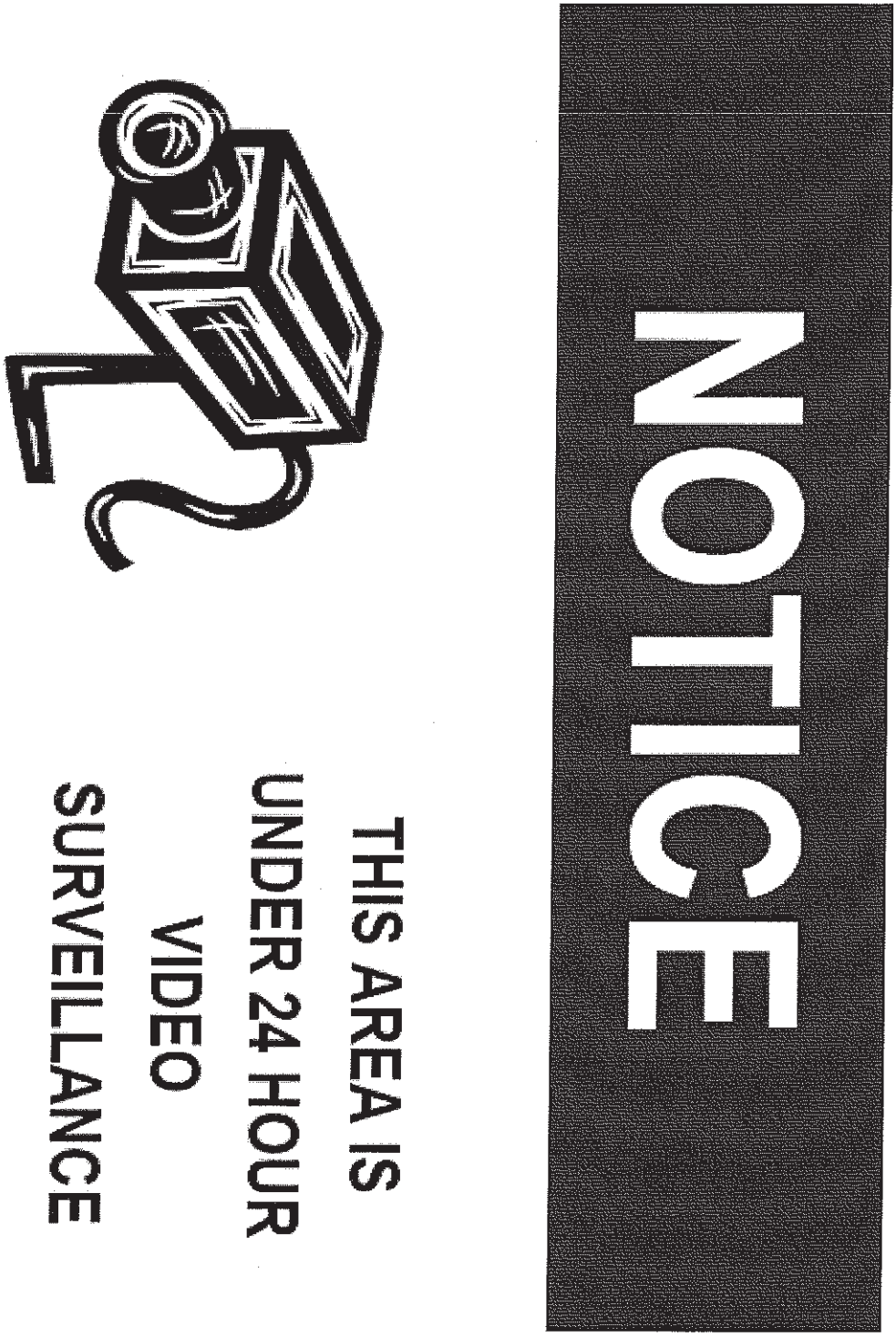
Some TSA offices utilize either part time or 24/7 operations centers to coordinate and maintain operational awareness. These offices can be located either on or off airport property.

Doors	• Minimum 32" clear wide x 80" high solid core wood 1 3/4"thick with natural wood veneer, installed in welded steel frame assembly mounted to14 gauge metal studs. Knock-down [collapsible jam and header] frame or aluminum frame is not acceptable. • Hinges preferred on internal side of door; if external, hinges must be pinned.
Door Hardware and Locks	• UL 437 compliant high security lockwith approved cylinder housing. • Grade 1 cylindrical or mortise lever set.
Door Closer	Non-hold open door closer required.
Access Control System (ACS)	Single Entrance Door Required: card reader, door position switch, locking hardware, non-hold open door closer, request to exit device, and four hour battery back-up.
Intrusion Detection System (IDS)	Required only when entrance door is not protected by two layers of security. When required must have: alarm keypad, high security door position switch, motion detection room interior, and twenty-four hour battery back-up.
Walls	Slab to slab construction. 14 gauge expanded steel mesh or equally substantial construction materials as approved by PhySec.
Video Surveillance (CCTV Monitoring)	Required at entrance to space. AiPhone may also need to be used based on PSS survey.
Windows	Windows prohibited unless authorized by waiver. When present at < 18' ground height or otherwise accessible: locked with L-brackets using security screws and motion sensors.
HVAC Openings	HVAC duct or other openings exceeding 96 square inches equipped with 1/2' steel manbars welded every 6'.

Appendix A: Acronyms

AA-V-2737: GSA Federal Specification for Modular Vault Systems, dated April 25,990
AC: Alternating Current
ACS: Access Control System
CBR: Chemical, Biological, and Radiological
CCTV: Closed Circuit Television
CIID: Counterintelligence and Investigations Division (Office of Security)
CSA: Cognizant Security Authority (Office of Security, Special Security Programs Div.
CSO: Chief Security Officer
DCID: Director of Central Intelligence
TSA: Department of Homeland Security
DVR: Digital Video Recorder
FAMS: Federal Air Marshal Service
FF-L2740A: GSA Federal Specification for Combination Locks, dated January 12, 1997
FPS: Federal Protective Service
GA: Gauge
GSA: General Services Administration
HSDN: Homeland Security Data Network
HVAC: Heating, Ventilation, and Air Conditioning
IC [Ready]: Interchangeable Core [Ready]
ICE: Immigration and Customs Enforcement [Department of Homeland Security]
IDS: Intrusion Detection System
ISC: Interagency Security Committee
IT: Information Technology
KVM: Keyboard Video Mouse
LCD: Liquid Crystal Display
MD: Management Directive
NSTISSI: National Security Telecommunications and Information Systems Security Instruction
O.C.: On-Center
OCAO: Office of the Chief Administrative Officer
OoS: Office of Security
PDS: Protective Distribution System
PII: Personal Identification Information
PIR: Passive Infrared
PSD: Physical Security Division
PTZ: Pan, Tilt, Zoom
SCIF: Sensitive Compartmented Information Facility
SSPD: Special Security Programs Division (Office of Security)
STC: Sound Transmission Class
SVTC: Secure Video Teleconference
TSA: Transportation Security Administration
UL: Underwriters Laboratory
UPS: Uninterrupted Power Source
UVC: Ultraviolet Light, Class C: Germicidal

Appendix B. CCTV Advisory Sign



Appendix C: Door Locks

TSA Specifics Regarding High Security Locks and Keys

Door Hardware, Lock and Key requirements

Unless otherwise specified, all doors will have the building standard hardware passage sets installed. Public access areas will utilize a lockset meeting the requirements of the Americans with Disabilities Act (ADA). All perimeter doors will have heavy duty closures. Mortise locksets with deadbolts are used in all perimeter entrance doors. The mortise locket must accept a MEDCO UL 437 M-3 housing and interchangeable core or approved equivalent.

a) **Type A Lockset**: (i.e.Perimeter doors) Mortise High Security Lockset with Deadbolt – Storeroom Function with Medeco UL 437 M-3 Interchangeable Core. The Contractor is responsible for obtaining, correctly installing, and maintaining all door hardware. The Contractor must utilize MARKS part # 5-CP-92-FS/32D-G3 to meet TSA standards for Lockset Type A. The MARKS Mortise Store Room Function Lockset must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. Lockset Type A must accept a Medeco UL 437 M-3 housing and interchangeable core.

b) **Type B Lockset**: (i.e. LAN/Secure room) Cylindrical Lever Lockset - Entrance Function with Medeco UL 437 M-3 Interchangeable Core. The Contractor is responsible for obtaining, correctly installing, and maintaining all door hardware. The Contractor must utilize MARKS part # 195-AB/26D-F21 to meet TSA Standards for Lockset Type B. The MARKS Entrance Function Lockset will function so that the outside is locked by pushing turn button inside. The key outside opens the lock. Rotating inside lever releases button and outside lever. By pushing and turning inside button, outside lever remains locked. This lockset is only to be used on office doors. It is not to be used on any perimeter door nor a location that is equipped with an electronic access control device. Lockset Type B must accept a Medeco UL 437 M-3 series interchangeable core.

c) **Type C Lockset**: (i.e. Office) Cylindrical Lever Lockset - Storeroom Function with Medeco UL 437 M-3 Interchangeable Core. The Contractor is responsible for obtaining, correctly installing, and maintaining all door hardware. The Contractor must utilize MARKS parts # 195-F/26D-F21 to meet TSA Standards for Lockset Type C. The MARKS Storeroom Function Lockset must have the latch retracted by key outside or by lever inside. The outside lever is always locked. Lockset Type C must accept a Medeco UL 437 M-3 series interchangeable core.

d) **Medeco Cores:** The Contractor is responsible for purchasing a high security Medeco lock and key system approved by the TSA. In procuring the lock and key system, the Contractor must adhere to the following requirements:

All Medeco High Security Cores and Keys must be a M3 or Carded DL keyway.

M3 keyway must be a proprietary keyway to a local security/lock vendor.

1) Carded DL keyway is equivalent when local proprietary M3 keyway is unavailable.

2) The key operated lock housing must accept a Medeco UL 437 M-3 interchangeable core.

3) The client's identity (TSA components) and the address where the locks will be installed will not be divulged except as agreed upon by TSA PHYSEC.

4) All change keys and core keys will be delivered to TSA field representatives. All change keys will be impressed with a sequential serial number on the bow of each key. The core key will be impressed with "Core" or "Control" on the bow of the key. All pinning and key cut information will be provided to a TSA representative.

5) Each core will be labeled with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.

6) The Contractor or Lessor will provide and install all locksets, cores and keys. Each key will have the serial number stamped on one side of the bow. All keys and any remaining cores will be given to the TSA representative.

7) The Contractor will be responsible for creating and maintaining an expandable multi-tiered master key system hierarchy. The hierarchy will be designed by the contractor based on the needs and requests of the local TSA Field Office.

Appendix D: Intrusion Detection Systems

1. Intrusion Detection System (IDS):

   a) The contractor must design, procure, install, program, test, document and provide training for a complete TSA Office of Security approved Bosch intrusion detection system or approved equal turnkey system . I.E. Bosch 9412GV3 Intrusion Detection System and Hirsch System with Hirsch Velocity Access Control Software.

   b) The contractor will maintain and warranty the system for one (1) year after the acceptance date. The work will include, but may not be limited to the following:

   c) <u>Intrusion Detection Panel</u>

      1) The type of panel to be installed will be a Bosch D9412GV3 intrusion detection system. The installer must be a certified Bosch vendor who is experienced in programming the advanced software features associated with this panel and which is required for this security application.

      2) The host panel and all associated control equipment will be located in the Computer LAN / SERVER Room / Communications Room. (Refer to the floor plans for locations). A 360° (PIR) Sensor will be located inside of the LAN room. The IDS system will be standalone and not connected to the TSA Network.

      3) All equipment serving the IDS/Access Control system will be wall mounted on the wall of the Computer LAN / SERVER Room / Communications Room.

      4) Alarm Control Keypads Bosch D1260 series LCD or approved equivalent, will be programmed to accept all password combinations and will have the capability to arm or disarm all alarm points designated as general office security points. PHYSEC will identify location in design intent or construction drawings.

      5) The contractor is responsible to ensure selected vendor is competent and current on the BOSCH D9412GV3 Intrusion Detection System and Hirsch System with Hirsch Velocity Access Control Software.

      6) The alarm system will notify, via a dedicated analog phone line provided by the local office, the respective/designated Federal Protective Service (FPS) Mega Center of specified location violations of the security system. It is the responsibility of the host office to ensure that there is a dedicated "Plain Old Telephone Line" (POTS) at each TSA location that has an approved security system installed.

      7) The alarm system must be provided sufficient battery back-up to remain operational for a minimum of four (4) hours in the event of a power failure.

8) All intrusion detection devices will be centrally powered and monitored from the LAN Room.

9) A generic or universal PIN code will not be used to access TSA or FAM facilities.

d) Intrusion Detection Sensors:

1) All devices will operate from 12VDC. Provide (necessary number to cover leased space) Bosch DS9360° panoramic Tri Tech ceiling mounted 360° degree, motion detector or equal where specified and approved by TSA Office of Security.

2) Provide recessed magnetic 3/4" door contact switches, Sentrol 1078C or equal where specified and approved by TSA Office of Security.

3) Provide overhead door contact switches, Sentrol 2200 or equal where specified and approved by TSA Office of Security.

4) Provide Balanced Magnetic Switches for perimeter doors to collateral open storage spaces containing classified information, Harco HSD p/n 30000-00000-000.

e) Detector Cable Requirements:

1) All detectors will be connected via homeruns from the point of detection back to the IDS/Access Control Panel located in the LAN / SERVER Room.

2) Utilize Belden cable 8444, 2 pair, twisted cable, 22 gauge, CAT 5, or PHYSEC will specify equivalent.

3) All cable runs through conduit will require an additional pull string for future expansion and versatility.

g) Duress Alarm

1) Utilize Belden cable 8444, 2 pair, twisted cable, 22guage, CAT 5, or TSA Office of Security-specified equivalent. The Duress Alarm Button will be installed within reaching distance of the receptionist seating area so that it can be used covertly in an event of an emergency situation or event. The Duress Alarm Button will be connected to and report as a Duress Alarm (on a dedicated zone or alarm point) through the IDS.

2) Signage will be erected inside TSA offices to advise of Duress/Strobes and procedures to follow: "**DO NOT OPEN DOOR IF STROBE ACTIVE!**"

Appendix E: Access Control

1. Perimeter Doors.

a) All perimeter doors should meet the requirements of local and state codes. Doors into office spaces should be single leaf, solid core wood doors equipped with heavy duty door closers hung in a metal frame. Double doors, glass doors and doors with louvers or glass inserts are unacceptable, unless these doors open into an enclosed/secured reception area from a public hall. If so, install doors so that the hinge pins are exposed in the unsecured area, non-removable pin hinges (NRP) must be installed. Astragals must be used on double doors.

b) In addition to the public entry door, there will be at least one additional perimeter door into TSA offices.

c) All door installations must retain the anti-shim features of the locksets used. On out swinging doors, the installation of a steel protector plate which precludes access to the latch bolt and deadbolt must be installed. Heavy duty door closers must be installed on all perimeter doors.

d) All perimeter doors will have Latch guards / Anti-pick plate covers installed.

2. Door Release.

a) In reception areas, where a glass window provides a view of visitors, a remote door release should be installed and placed near the receptionist desk.

b) The inside receptionist door will have a remote door lock release connected to the receptionist desk and/or the Reception Area. Initiation will be a momentary push button, which is properly labeled. The Electronic Door Release Button will be connected to and function through an Electronic Door Strike or Electromagnetic Lock.

c) If the receptionist does not have the capability to view the receptionist waiting or public area where visitors are requesting access to TSA space, this remote door lock release is to work through the Video Intercom / Door Answering System.

d) The Receptionist Desk and Ops Center will be equipped with a duress alarm that will activate a visual signal (strobe) at one or more location(s) to alert key personnel and will work through the Intrusion Detection System Alarm Panel as described above.

3. Electronic Access Control System:

a) The vendor selected by the contractor to install this system must be a certified installer of the Access Control System.

b) Utilize Belden cable 8444, 2 pair, twisted cable, 22 gauge, CAT 5, or PHYSEC specified equivalent.

c) The selected vendor will have a full understanding of all current hardware and software applications.

d) Entry points of various levels of access and security requirements must be installed.

e) The Access Control system will have the capability to assign and monitor no fewer than 900 Unique Personal Identification Numbers utilizing HIRSCH model DS47L-SSP-HID card readers or PHYSEC approved equal.

f) Perimeter doors and specified locations requiring access control will utilize a HIRSCH model DS47L-SSP-HID card readers or I.E. Bosch 9412GV3 Intrusion Detection System and Hirsch System with Hirsch Velocity Access Control Software reader to momentarily shunt the alarm while providing access control to the room. LAN rooms must have a IDS contact switch installed on the door.

h) All installation will utilized user defined PINS.

i) Contractor will be responsible for all initial input of user specified PINs and hand carried media (fob/card) to meet the requirements of multifactor authentication.

j) Where airports utilize an access control card all efforts should be made to allow users to utilize their issued access control media and PIN.

k) No perimeter or interior door will require or utilize any configuration of 'Request-to-Exit' (REX) technology, other than for shunting the perimeter alarm system or where building construction requirements and/or local code do not permit the use of capacitance push-bars or exit buttons.

4. Door Strikes:

a) Provide an electronic door strike.

b) All door strikes will be 24 Volts AC/DC or 12 Volts AC/DC.

c) All door strikes installed on all floors will be centrally powered from the LAN / SERVER Room.

d) All doors will use the Folgers Adam, model 310-3-1 electronic door strike or approved equal.

e) All doors without a dead bolt will utilize the Folgers Adam, model 310-2 3/4 electric door strike or approved equal.

5. Electromagnetic Locks:

a) Provide an Electromagnetic Lock (MAG Lock). Use Dyna Lock 3000 Series electromagnetic lock or approved equivalent.

b) All MAG Locks will be 24 Volts AC.

c) All MAG Locks installed on all floors are required to be centrally powered from the LAN / SERVER Room.

d) All MAG Locks are require to provided sufficient battery back-up to remain operational for a minimum of four (4) hours in the event of a power failure.

e) All MAG locks will be installed in accordance with local building codes.

f) Intrusion Detection System (IDS) and Access Control System (ACS) must be integrated to ensure door props and forced entry alarms on access controlled doors.

Appendix F: AI Phone/Intercom System

Video Intercom /Door Answering System, AiPhone including Door Release:

1. Contractor or Lessor will purchase, install, program, maintain, and test a turn-key Aiphone JK-1MED, or equivalent (Note: Equivalent Video Intercom/Door Answering System must be approved by PHYSEC). The Contractor or Lessor will provide authorized installers to install, program, maintain, and test the system. All equipment must be installed according to manufacturer's specifications. All conduit sizing and wiring requirements are the responsibility of the Contractor or Lessor.

2) The Video Intercom/Door Answering System will have the capacity for additional door stations, either audio/video or audio only and up to two additional interior stations, either audio/video or audio only.

3) The external door station (outside door) must be a one-piece unit equipped with a CCD (Charged Coupled Device) chip camera with infrared LEDs (Liquid Electronic Displays) for low light applications, Pan/Tilt mechanism adjustable by an interior monitor, call-in button, speaker/microphone for communication, and a locator LED. The call-in button on the external door station will turn on the 3/12" TFT color LCD at the inside monitor that initiates audio monitoring from the door and activates a two- or four- stroke chime. Audio communication at the external door station must be hands-free, and communication at the inside station must be through the handset.

4) The interior monitor station must be a one-piece unit equipped with a 3 1/2" flat TTF TFT color LCD monitor, a monitor activation button, a pan and tilt control pad, door release button, secondary dry contact (optional), an all call button, call-in indicator LED, and a handset for private communication. Brightness and chime volume controls must be located in each of the monitoring units. The entry area must have the ability to be monitored by pressing the "monitor" button on any room station. This allows both audio and video monitoring, staying on for approximately 45 seconds. The interior stations must also be able to normally open a dry contact for door release and an extra dry contact for light or secondary door release activation.

5) Technical Specifications:

a) System: JK 1-MED Series: Hands-free Color Video with Pan Tilt & Zoom

b) Power Source: 18V DC. Use PS-1820UL.

c) Communication: AUTOMATIC (hands-free) – to activate, momentarily push TALK button MANUAL (push-to-talk/release-to-listen) - to activate, push TALK button for 1 sec. or until talk LED turns on

d) Calling: Chime, image and audio approx. 45 sec. Between inside Stations: All Call tone, then communicate with handset

e) Video: Monitor: 3-1/2" direct-view TFT color LCD with 525 scanning lines.

f) Camera Unit: CCD (Charged Coupled Device) with infrared LED illumination

g) Minimum Illumination: 5 Lux at 1'-5/8" distance.

h) Night Viewing: Up to 1'-5/8" from camera, with white LED projected, background beyond 1'-5/8" cannot be seen

i) Wiring: Door to master: 2-cond., mid cap, solid, non-shielded Master to sub: 4-cond., mid cap, solid, non-shielded

Wiring Distance:	Door to farthest master/sub master: 165' (22AWG) 330'(18AWG) Master to IER-2: 245'(22AWG) 490'(18AWG)
Wire Type:	Master to door: Aiphone #871802 between masters/sub: Aiphone #871804
Mounting:	Surface mount to a 1-gang box or ring
Door Release Contact:	Normally Open - 12V AC, .4A Max.

Appendix G: CCTV Systems

Closed Circuit TV (CCTV) Digital Video Recorder(DVR) Systems

1. Where required, the contractor is responsible for obtaining, installing, programming and testing a complete turn-key CCTV system approved by PhySec. The contractor will maintain and warranty the system for one year after the acceptance date.

3. All installed CCTV cameras will be monitored at the reception desk and/or tenant specified location. The monitor/s must be set up to display all cameras in a continuous loop and wired into the supplied Digital Video Recorder (DVR).

4. The CCTV cameras will be fixed mount and fixed zoom inside a smoked dome housing and must be installed so as to view and record all activity and persons entering/exiting TSA office space.

5. System hardware will include contractor provided:

a) Bosch EX49N Series Conical No-grip Dome cameras or approved equivalent.

b) Dedicated multi channel digital video recorders w/CD-R/DVR or approved equivalent. Recorder will be capable of supporting all cameras at 15 Frames per second per channel and will have the ability to archive for at least 14 days.

c) LCD 20" + monitor for reception area, TSA/FAM Operations (OPS) locations will require a large monitor 40" +.

d) All necessary hardware, wiring, power supplies.

e) Exterior Installations: System hardware will include contractor provided Wall or Pendant Mounted, Environmentally Housed, or Pan Tilt/Zoom (PTZ), as approved by PhySec. All necessary controls to PTZ shall be specified.

Appendix H: Stand Alone Systems

1. MARKS I-QWIK PROX SERIES Access Control Lockset, with Medeco UL 437 M-3 Interchangeable Core cylinder over-ride or approved equivalent as per PhySec Division.

   a) The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware and associated operating equipment to include a standalone computer w/monitor.

   b) The MARKS I-QWIK PROX SERIES Stand Alone Smart Access Control Lockset will be capable of storing 3008 user PINs and 3008 audit trail events via the contractor supplied IDAT Upload/Download Module and computer interface. Type D lockset must accept a Medeco UL 437 M-3 Interchangeable Core.

   c) Mortised installation (Perimeter Doors) will utilize Part # IQ2PROX.

   d) Cylindrical installations will utilize Part # IQ1PROX.

   e) System will include I-DAT MARK 2 USB UNIT WITH U3.

   f) MEMORY STICK. To include Prox Card Enroller E6100 and either Prox Cards (Per 100) E6110 or Prox Fobs (10 pack) E6120.

      NOTE: I-DAT MARK 2 USB UNIT WITH MEMORY STICK will be treated as a controlled item and will be stored in a secure location such as an X-09 SAFE.

   g) A generic or universal code will not be used to gain access to TSA facilities.

Appendix I: Security System Installer Information

1. Upon request by the TSA Office of Security, the local FSD staff, or FAM Field Office SAC, the contractor will be required to provide the following information about the contractor's employees and subcontractors who may have direct or incidental access to information being provided by the TSA:

    - Employee's full name
    - Employee's date and place of birth
    - Employee's social security number
    - Employee's race and sex
    - Complete Finger Print Card
    - General Release of Information document

2. The contractor is required to use GSA schedules and/or other government discounts when purchasing equipment or services in behalf of the TSA.

3. All program software and written materials pertaining to the security/access control system and related devices will be turned over to the TSA Office of Security, to include:

    - Detailed Line Item Cost Proposals
    - Product Specification sheets
    - Inventory lists
    - Operating and installation instructions
    - As-built drawings
    - Key cut and pinning charts for locking system

Appendix J: FPS Security Services through GSA Leases:

1. FPS has designed and built four Mega-Centers located in Suitland, Maryland, Philadelphia, Pennsylvania, Battle Creek, Michigan, and Denver, Colorado. Among other tasks, these centers monitor intrusion/duress alarm systems, fire detection systems, environmental systems and elevator emergency telephones for multi-regional areas. In order to take full advantage of the Mega-Centers' Intrusion Detection System (IDS) monitoring capabilities; FPS mandates that all installations and upgrades of the above referenced systems in both leased and government facilities are standardized on a national basis, are fully compatible with the standardized alarm- receiving equipment existing in the Mega-Centers, and are capable of being remotely programmed with software from the approved panel manufacturers.

2. A national decision was made that FPS would only recommend and support alarm systems that fully interfaced with the control center's equipment and software. Therefore, FPS requires that only remote-programmable alarm systems are specified when designing or upgrading alarm systems that are monitored at the Mega-Center. Additionally all remote-programmable alarm systems must be able to easily communicate with the Mega-Centers' monitoring equipment.

3. All Intrusion Detection Systems must be installed in accordance with UL Guidelines for Burglary Intrusion Detection Systems. All Intrusion Detection Systems must have tamper devices, cabinets and junction boxes. All devices will report as one point as a zone description that can be used when reporting an alarm condition to the responding authority.

4. The Security System Installer/Vendor must properly complete and communicate the FPS Mega- Center Alarm Requirements (MAR) Document to the respective FPS Mega-Center. The MAR document includes the following information: record of the alarm account data, a list of all devices and a sketch of the device locations, the emergency telephone list, user codes and a test of the alarm panel and system.

5. The Security System Installer/Vendor must have documented experience installing Intrusion Detection Systems that are monitored by the Federal Protective Service or the United States Federal Government. The Security System Installer/Vendor is not to be released of their contractual obligations until the TSA/FAMS Field Office has received a minimum of 4 hours training to properly operate, maintain and troubleshoot the Intrusion Detection System, and until the IDS system is 100% operational and being actively monitored by the respective FPS Mega- Center.

6. The current TSA standard alarm control panels for TSA/FAMS buildings and TSA/FAMS leased sites is are the Radionics/Bosch model number 9412GV2 which is approved by and is in compliance with FPS requirements. This allows the alarm panel to always communicate to a FPS Mega-Center and always allows FPS to call into the system for diagnostics, code changes, telephone number dialing changes, etc. Depending on the particular needs of the TSA/FAMS Field Office, the TSA Office of Security will determine if a second security panel will be required.

FPS cannot monitor any alarm system that does not fully comply with the above referenced criteria or does not have an active dedicated analog phone line for each alarm panel installed. Therefore it is imperative that there is no deviation from the IDS requirements listed above.

J. ELECTRICAL AND TELECOMMUNICATIONS

ELECTRICAL AND TELECOM TYPES	• BF: Wall-mounted systems furniture base-feed for connection of systems power whip connection. • CB: Cable outlet for TV connection • DPW: Wall-mounted duplex outlet • QPW: Wall-mounted quadruplex outlet • DPWD: Wall-mounted, dedicated 20-amp duplex outlet • DPWG: Wall-mounted GFI duplex outlet • VDW: Wall-mounted voice/data outlet • DPF: Floor-mounted duplex outlet • QPF: Floor-mounted quadruplex outlet • VDF2: Floor-mounted voice/data outlet • VDF4: Floor-mounted quadruplex voice/data outlet • BVDW: Wall-mounted communication distribution box for connection to multiple workstations through system furniture panels. • BVDC: Ceiling-mounted communication distribution box for connection to multiple workstations through power poles. • JBU: Under-counter junction box (Break Room – Disposal and/or Instant hot). • JBW: Wall-mounted junction box • JBC: Ceiling-mounted junction box • TOW: Wall-mounted telephone outlet • MSW: Motion Sensor Switch (Wall) • MSC: Motion Sensor Switch (Ceiling)
ELECTRICAL AND TELECOM CRITERIA	• Locate power for shared equipment in shared common wall or a systems furniture panel. Use of power poles is discouraged. • All telecommunications data cables to be CAT 5E or a higher standard. • Contractor is required to verify calculation and implementation of all electrical circuitry loads as required to comply with all applicable codes.
ELECTRICAL AND TELECOM NOTES	• Outlet plates shall be installed flush with the finished surface. • Provide one ground connection to each rack in Communications Closet. • Provide j-hook cable management above ceiling for CAT 5E cabling.

- Cable TV termination and electrical outlet to be installed in FSD Office, FSD Conference Room, TSO Break Room and/or Coordination Center only. Locations should be coordinated with Furniture Plan.
- All power in Coordination Center and Communications Room shall be connected to back-up power, and/or the building's emergency generator, if available.
- At a computer counter, mount data and electrical outlets 6" above counter surface.
- Each workstation requires two (2) 20 Amp circuits; one for computer use and one for utility use. Each computer circuit shall not exceed 4 duplex outlets (4 workstations). Each utility circuit shall not exceed eight (8) duplex outlets.
- Each workstation should be connected directly to the patch panel in the Communications Room via a home-run.
- Provide one dedicated analog line in Communications Room for each Security Panel, if applicable. (Refer to Physical Security Program of Requirements)

Refer to Appendix: Structured Cabling Systems Guidelines for detailed guidelines.

K. IT SECURITY CONSIDERATIONS

IT Security considerations for selection of a TSA Field Office including Telecommunications Room (TR) or a Telecommunications Cabinet (TC) for housing IT equipment are an integral part of the initial evaluation process of a market survey. IT Security requirements must be met for C&A processes and FISMA compliance.

A. Telecommunications Room

The TSA Telecommunications Room (TR) is the designated location for core infrastructure equipment including telecommunications, network, and other information systems that support TSA operations at local airports or other TSA offices. The following items must be evaluated for TR for placement of information systems, network communication devices, or other IT components that directly support the TSA facility or operations.

1) TSA Telecommunications Rooms (TR) shall be dedicated to telecommunications, networking or supporting information technology systems or end user connectivity only. The TR shall not be used for non-IT purposes such as storage or a break room.

2) Equipment not related to telecommunications shall not be installed, pass through or enter the telecommunications room. Examples include: baggage handling equipment, cooking equipment, water pipes, fire suppression systems not supporting the TR, etc.

3) Minimum one closet per floor to house telecommunications equipment/cable terminations and associated cross-connect cable and wire.

4) The TR must be located near the center of the area being served. Extended cable runs and the use of repeating equipment is discouraged due to the additional security risks of cable breaches and additional equipment that may not be adequately monitored.

5) Horizontal pathways shall terminate in the telecommunications room on the same floor as the area served. Cable runs between multiple floors must only occur to/from each TR. Ad-hoc cable runs between floors must be avoided to prevent cable compromise.

6) False ceilings must not be used in TR locations. The ability to climb over a wall into a TR bypassing other physical security controls shall be prevented.

7) Physical access to the TR is controlled; Solid core doors with no grates shall be used for TR doors, and access shall be controlled with multi-factor authentication door locks. Windows and other mechanisms that could be used to circumnavigate physical security controls shall not be allowed in TR locations. TR locations shall never be easily publicly accessible.

8) HVAC requirements shall be appropriate to maintain the TR. High temperatures can cause equipment failures and shorten the lifespan of information Technology Systems. Environmental temperature and humidity controls shall be available to maintain equipment to adequate operational capabilities in accordance with TSA IT Security Policy. HVAC systems shall maintain a separate adjustable thermostat located in the TR, and must be available 24/7/365 with full operational capabilities.

9) Emergency Room Power Shutoff switches may or may not be available; however, if unavailable, TSA shall install a secondary switch to allow power shutdown of Uninterruptible Power Supply (UPS) while personnel are inside the TR in case of emergency.

10) TR shall have fire suppression equipment that can be activated in case of a fire. In the case that no fire suppression equipment is available, compensating controls such as fire extinguishers must be provided for the TR in accordance with local building codes for TR or computer rooms.

11) TR shall not be located where flooding has occurred or is expected to occur due

to the hazard posed by water to information systems.

B. Telecommunications Cabinet

Occasionally, when there is often no other location to place IT systems and equipment, a cabinet is wall mounted with IT systems housed in the storage areas of the cabinet, referred to as Telecommunications Cabinets (TC). Telecommunications Cabinets shall not be used to house core infrastructure equipment. The following items must be evaluated for TC usage with information systems, network communication devices, or other IT components that directly support the TSA facility or operations.

1) The TC must be dedicated to telecommunications, networking or supporting information technology systems or end user connectivity only. The TC shall not be used for non-IT purposes such as storage of sensitive information, or as a location for 'safekeeping' of non-IT items. Paper and printer supplies shall not be stored in the TC.

2) All equipment must be able to be wholly contained in the TC. Electrical outlets shall be installed so that they are located inside the cabinet and protected by the cabinet instead of being installed outside of the cabinet and the equipment being vulnerable to the cable being removed from the cabinet.

3) All network cabling must be wholly contained in the TC; Network cabling that is not contained in the TC must have a separate cabinet or use conduit to prevent unauthorized access to any network cabling. Cable runs that allow public access to the physical medium is prohibited.

4) Wide Area Network connectivity must be contained in the TC including telecommunications ports, telecommunications supporting equipment, and any firewall/switching/routing equipment in use.

5) Physical access to the TC is controlled; The TC shall be physically installed as far as possible from non-TSA personnel access to prevent unauthorized access. Placing TC in publicly accessible areas shall be avoided.

6) Environmental controls must be evaluated for the TC. The TC shall be installed away from potential environmental hazards such as water pipes, excessive heat producing equipment, or other potential environmental hazards to the information technology equipment. Placing computer equipment in high temperature, high humidity, and or in locations where excessive dirt, dust, oil, grease or other debris can render information systems inoperable.

7) Monitors and other IT display equipment shall be controlled to authorized viewing for users working on systems in the TC.

8) The ability to quickly disable power to the TC shall be evaluated. An electrical breaker shall be available and or another mechanism to stop power to the TC in the case of an emergency.

9) Fire extinguishers must be installed within 6 feet of the TC to address any danger posed by fire or fire extinguishers must be installed to meet fire suppression equipment requirements in accordance with local building codes.

L. EQUIPMENT

EQUIPMENT TYPES	• MW - medium to heavy-duty commercial microwave oven, with a capacity of approx. 1.2 cu.ft. • REF – refrigerator with icemaker, GE or equivalent. Typical capacity should be approx. 21 cubic feet.
EQUIPMENT NOTES	• Provide wall/ceiling mounted TV rack, if applicable, for TV. Rack is to be supplied and installed by GC and coordinated with TSA Field Office point of contact. Television is to be supplied by the TSA Field Office. • Microwaves are to be supplied by the local TSA Field Office and may be existing. The new location may either be above counter or below counter; dimensions and power requirements should be coordinated.

SECTION III – DELIVERABLES

Dissemination of Sensitive Documents

GSA and the Federal Government are concerned with the safety and security of persons and property under their control. The contractor should ensure that reasonable care is provided to protect sensitive information, both in paper and electronic format, regarding building drawings and specifications for design, construction and/or renovation, security equipment and installation, and contract guard information related to GSA-controlled facilities from being used for illegal purposes. All documents and drawings shall be password protected.

A. **Sheet File Security Imprint**
Imprint for all building plans, drawings, and specifications prepared for construction or renovation, and/or security services, either in electronic or paper formats, shall have included on each sheet file of the construction drawings or plans in a minimum of 14 point bold face type (3 mm or about 1/8") and shall be visible in both paper space and model space:

PROPERTY OF UNITED STATES GOVERNMENT FOR OFFICIAL USE ONLY Do not remove this notice. Properly destroy documents when no longer needed.

B. **Cover Sheet Security Imprint**
The following paragraph will be noted on the cover page of all drawing sets and on the cover page of the specifications in a minimum of 14 point bold face type (3 mm or about 1/8"):

PROPERTY OF THE UNITED STATES GOVERNMENT COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO UNAUTHORIZED PERSONS IS PROHIBITED
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DELIVERABLE FILE FORMATS	• Drawings - shall be readable by AutoCAD Version 2011. Being "readable" is constituted by the ability to open a file without any errors, such as proxy, font substitution, xref resolution, etc., and the objects, layers, etc. in the file remaining intact. When a hard copy drawing in the drawing set includes photographs or other images the electronic file submission shall include a corresponding AutoCAD *.DWG sheet file containing these raster images as xrefs or embedded files. • Documents - shall be Microsoft Word files. Macros may be

	included with these documents provided they are virus free, their function is explained next to the code, and are not write-protected. • Spreadsheets - shall be Microsoft Excel files. Graphics may be submitted in *.TIF, *.GIF, *.JPG, *.CALS, *.PDF or *.BMP file format only. This option is intended for photos, conceptual sketches, etc., and not as an indication that raster file drawings will be accepted in lieu of AutoCAD files. • Schedules - shall be Microsoft Project files saved with a baseline. • Deliverables integrating multiple file formats may be submitted in *.PDF file format (to maintain formatting) in addition to the base file structure. Examples include reports, photographs, and manuals created by using a variety of software packages and file formats. *The contractor shall be responsible for software and data upgrades throughout the contract lifecycle*.
THIRD PARTY SOFTWARE CRITERIA	A written request must be submitted to OFRES and permission granted in order to submit electronic data in a format other than those specifically named above. This includes AutoCAD add-on applications that leave non-native objects in drawings and AutoCAD-integrated applications, such as Architectural Desktop. When it is considered in the best interest of the Government, the TSA Project Manager may permit third party software. Any third party software used that modifies or creates layers in AutoCAD shall adhere to the AIA CAD Layering Guidelines.
DESIGN INTENT DRAWING – CONTENTS	Standards I. Cover Sheet a. Project name and address b. Contract number c. Submission date d. Architectural/Design firm (including address and phone number) II. Legends Sheet a. Materials and symbols legends b. Drawing index (contents description) c. Abbreviations d. Partition types e. General notes and requirements III. Demolition Plan a. Construction telephone, data and electric to be removed b. Partitions and/or doors to be removed

c. General notes and symbol legend
d. Graphic scale

IV. Partition Plan
a. Walls and doors
b. Partition type symbols
c. Door numbers
d. General and key notes
e. Elevation references
f. Symbols legend
g. Graphic scale
h. Electrical and Security Plans
i. Electric symbols
j. Symbols dimensioned both horizontal and vertical
k. Data symbols (wall mounted, floor mounted, for equipment)
l. Security equipment symbols and specifications
m. General and key notes
n. Graphic scale

V. Reflected Ceiling Plan
a. Light Fixtures
b. Fixture legend
c. General and key notes
d. Graphic scale

VI. Finish Plan and Schedule
a. Finish legend and schedule
b. General and key notes
c. Graphic scale

VII. Door and Hardware Schedule
a. Door and frame specifications
b. Door frame types
c. Hardware schedule
d. General and key notes

VIII. Generic Furniture and Equipment Plan
a. Private office furniture and workstations
b. Electrical and Data symbols
c. Equipment (printers, fax machines, copiers)
d. Furniture legend
e. General and key notes
f. Graphic scale
g. Section Details
h. Breakroom millwork (dimensioned and annotated)
i. Graphic scale

IX. Interior Elevations

ELECTRONIC SUBMITTALS	In addition to full size hardcopy drawing sets, the contractor shall submit each drawing sheet electronically in .PDF or .DWF format for review submittals. The contractor shall include the most current viewing software with each submittal. Adobe Reader viewer for .PDF files is available for download at www.adobe.com. Autodesk Express Viewer for .DWF files is available for download at usa.autodesk.com. Final submittals shall be in .DWG format using AutoCAD version 11 or newer. All drawings submitted to OFRES for review and approval shall be in .DWG format. The TSA POC in the Field shall receive either a hard copy .PDF or .DWF (along with AutoDesk Express Viewer) format for review and approval.
QUANTITIES	Contractor shall, at the minimum, provide one (1) set of electronic files on CD-ROM and two (2) hard copy set of drawings to TSA per submittal.
EMAIL TRANS-MITTALS	All AutoCAD files transmitted via e-mail shall be password protected using the 'e-transmit' command.
All Other Deliverables	
SPACE PLANS	Generic floor plan showing TSA leased area. The plan should show partitions with room names (corresponding to the spaces in the POR) and square footages, and a basic furniture layout. Critical dimensions should be used where necessary.
CONSTRUCTION DOCUMENTS	At the discretion of TSA, Construction Documents which include complete details of the following may be required: I. Mechanical II. Electrical III. Plumbing IV. Fire Safety V. Lighting VI. Power Plan VII. Structural VIII. Architectural Improvements
AS-BUILT DRAWINGS	If available, As-Built drawings should be provided prior to signing a lease. This will allow any existing conditions to be identified that may adversely impact the new project. At a minimum, As-Built drawings shall be submitted to OFRES within 30 days of project completion.
COST ESTIMATES	Cost Estimates should be formatted according to the Construction Specifications Institute's (CSI) format.

Transportation Security Administration

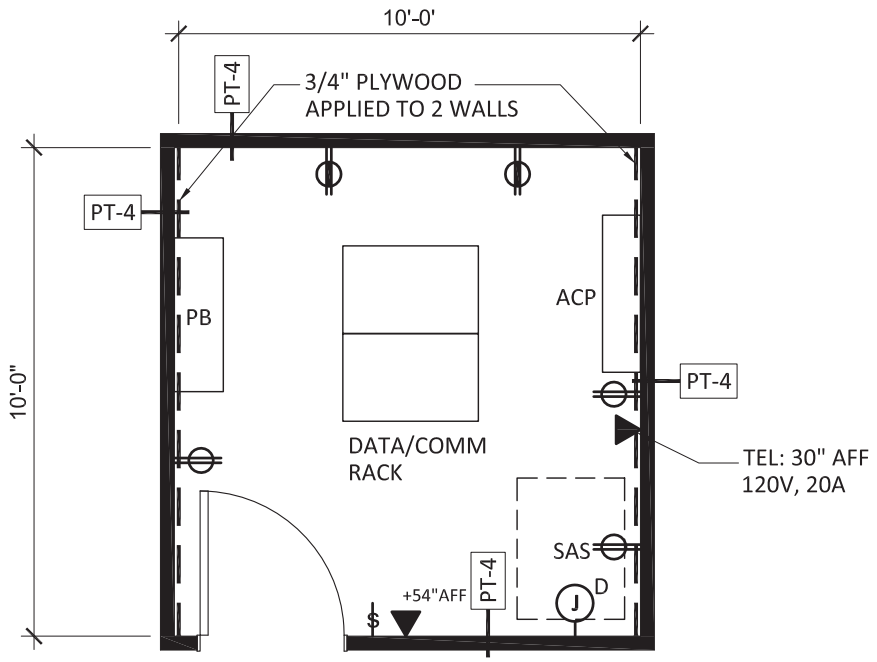
Office of the CAO - Field Real Estate Services

2011

Space Code	Space Type	Partition Type				Floor Finish				HVAC				Elec.		Plumbing	
		PT-1	PT-2	PT-3	PT-4	CPT	VCT				SAS	EF					
		Floor-to-Ceiling	Slab-to-Slab, STC 45	Slab-to-Slab	1 Hr Fire Rated	Carpet Tile	Vinyl Tile	Vinyl Tile (AS / HD)	Other	Separately zoned	Supplemental HVAC	Direct Exhaust	24-7 Operations	Backup Power	UPS System	Sink	Special Security
Personnel Work Space																	
WS-01	FSD, SES - 225 SF		●			●											●
WS-02	DFSD, AFSD - 140 SF	●				●											
WS-03	AO, HR, Legal, S.Agent - 120 SF	●				●											
WS-03a	Field Intelligence Officer - 120 SF		●			●											●
WS-04	Open Workstation-64 SF					●											
WS-05	Open Workstation-48 SF					●											
WS-06	Open Workstation-36 SF					●											
Distributed Support Space																	
DS-01	File Room (Secured)			●		●											●
DS-02	Service Center	●					●										
DS-03	Pantry	●					●									●	
DS-04	Communications Closet				●			●			●		●	●			●
DS-05	Waiting Area			●		●											●
DS-06	Office Storage	●				●											
DS-07	Team Room	●				●											
DS-08	Conference Room (240 SF)	●				●											
DS-09	Conference Room (480 SF)	●				●											
DS-10	Multipurpose Room (600 SF)	●				●											
Mission Support Space																	
MS-01	TSO Break Room		●				●									●	
MS-02	Training On-Line Learning Center			●		●											
MS-03	Training Classroom		●			●											
MS-04	BDO Support Space		●			●											●
MS-05	Coordination Center		●			●				●			●	●	●		●
MS-06	Operational Storage			●				●									●
MS-07	TSS-E BAO Support Space			●		●											●
MS-08	Canine Suppport Space	●						●								●	●
MS-09	Local Hiring Center	●				●											●

1. Architectural matrix shown above is to be used as a guideline only, final specifications on actual projects shall be based on specific requirements dictated by field office program objectives.
2. All perimeter partitions bordering non-TSA space must be slab to slab. Refer to POR for partition types.

CODE: **COMMUNICATIONS CLOSET**	CODE: **DS-04**	SIZE: **100 SF**



Scale: NTS

Architectural Specifications and Notes

PARTITION:	PT-4	**ELEC,TELECOM:**	SFO and TSA Standard
DOORS/HARDWARE:	DR-2		(3) DPW, (2) DPWD, (1) JBW for SAS unit, (1) LS, (1) Analog phone line for connection to Access Control Panel (ACP) 1. Provide 2 (4") conduit stubbing sleeves to above dropped ceiling, mounted above each rack (preferred) 2.Interconnect the (2) data racks with an overhead cable tray. Refer to IT Program of Requirements Documentation
CEILING:	ACT or Open		
FLOORING:	VCT		
FINISHES:	PA-1, VB		
HVAC:	SFO Standard plus Supplemental HVAC Unit (SAS)	**EQUIPMENT:**	SFO Standard Equipment Racks (#TBD), (ACP) Access control Panel (#TBD), Patch Panel (Data), Telephone Punch Block (PB), (SAS) Supplemental HVAC Unit.
PLUMBING:	None		
LIGHTING:	SFO Standard		
SECURITY:	Refer to Physical Security POR	**Note:**	3/4" Plywood panelling to start at 18" AFF.

Note: Drawings are for illustration only. They do not represent final configurations

Transportation Security Administration

Office of Security

(ICT) Wichita Mid-Continent Airport

FSD On Site

Construction Design Review

05/10/2013

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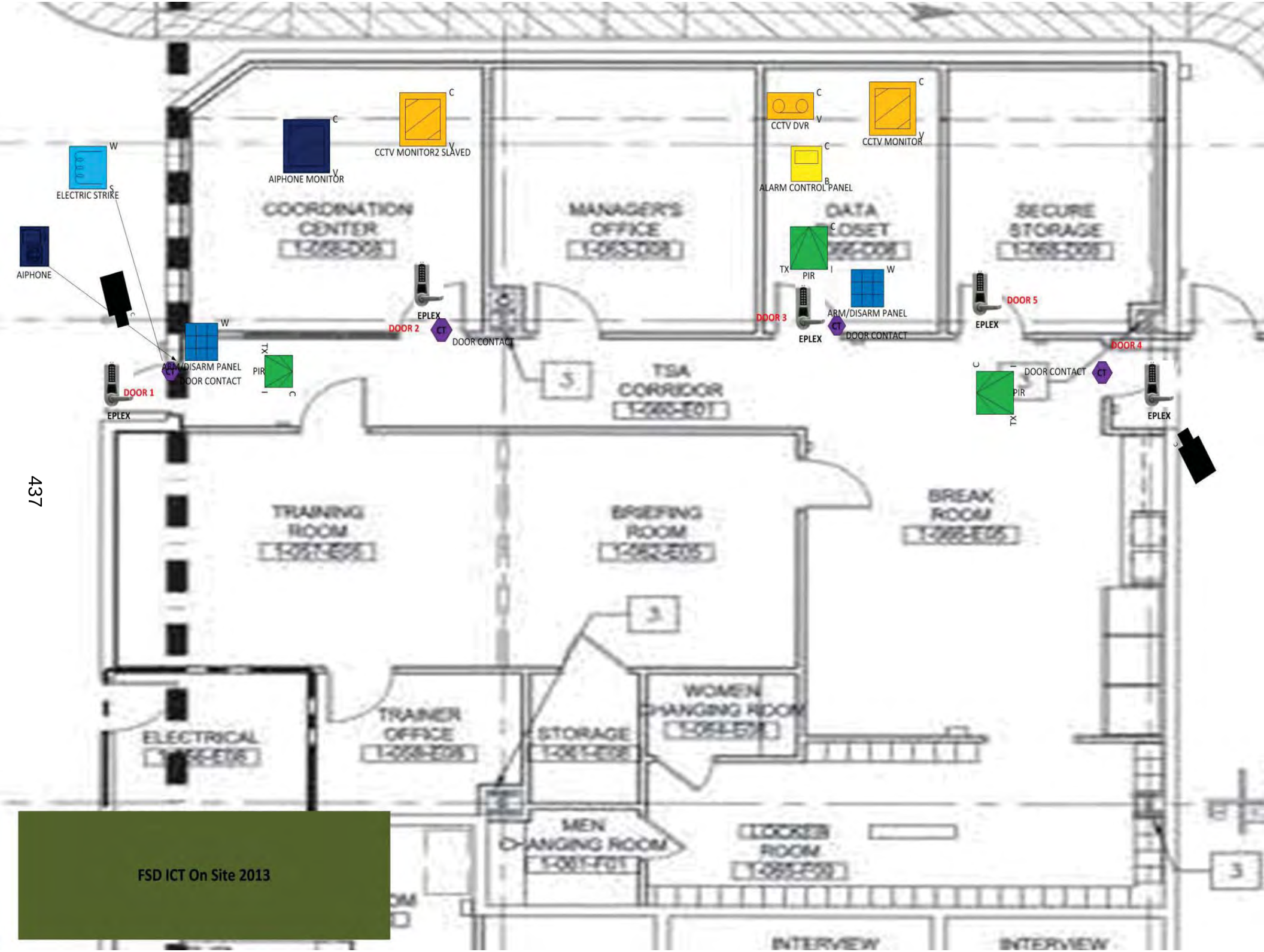


FSD ICT On Site 2013

FSD ICT On-Site 2013 Install Matrix

Installation Matrix	IDS PANEL 9412Gv4	Intrusion Detection Sensors	Door Contact IDS	DURESS STROBE	Duress Button	Medeco M-3 Core	MORTISE HIGH SECURITY LOCKSET W/(DEADBOLT - DORMITORY FUNCTION (PERIMETER DOOR)	CYLINDRICAL LEVER LOCKEST - STOREROOM FUNCTION (INTERIOR DOORS0	HIRSCH CARD READER RPX-40 HID	ELECTRIC STRIKE	MAG LOCK 1200 Pound Holding Force Minimum	AI-PHONE EXTEROIR STATION	AI-PHONE BASE STATION	DOOR SWEEP	DOOR STC-45	ARM/DISARM PANEL	Astragal	PICK PLATE	HEAVY DUTY DOOR CLOSURE	E-PLEX 5800	CCTV CAMERA		COMMENTS
Door 1						YES	YES			YES		YES			YES			YES	YES	YES	YES		
Door 2						YES		YES					YES		YES					YES			
Door 3 LAN						YES		YES							YES			YES	YES	YES			
Door 4						YES	YES			YES		YES			YES			YES	YES	YES	YES		
Door 5																				YES			

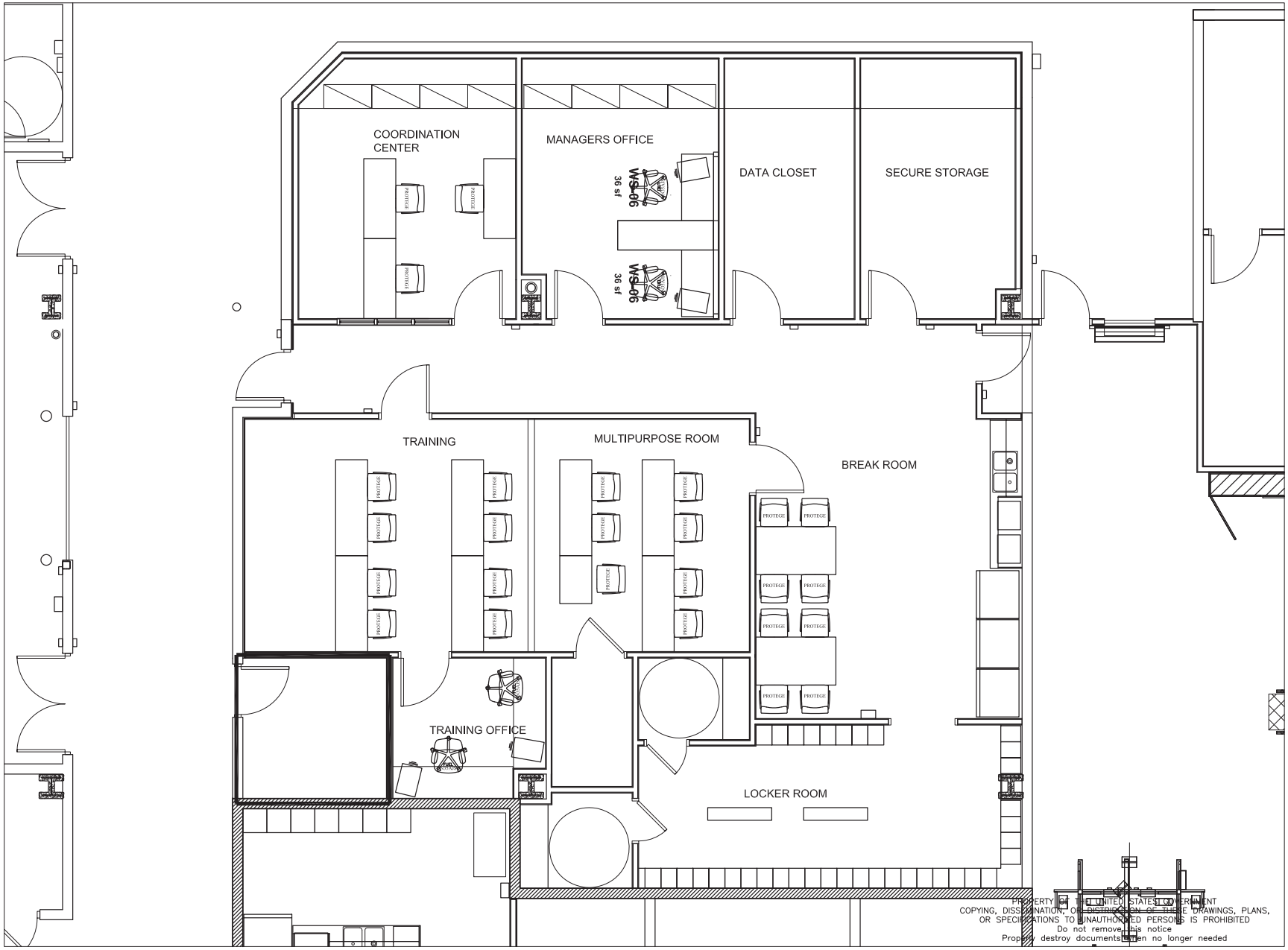
PRODUCT NOTES:

CCTV DVR AND MONITOR ARE INSTALLED IN TSA LAN ROOM OR IT CAGE.

ALL CARD READERS WILL REQUIRE MULTI-FACTOR AUTHENTICATION AND "PIV' CARD CAPABLE

AUTOMATIC REQUEST TO EXIT (REX) DEVICES ARE NOT AUTHORIZED - ONLY PUSH BUTTON REX DEVICES ARE AUTHORIZED

Product substitution or like equals is not authorized without the consent of the COTR and/or the Office of Security.



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DEPARTMENT

OFRES

OFFICE OF FIELD REAL ESTATE SERVICES
U.S. DEPARTMENT of HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
601 12th STREET SOUTH
TSA - 17, W11
ARLINGTON, VA 20598-6017

SEAL

Transportation Security Administration

DRAWING IS FOR DESIGN INTENT ONLY AND BASED ON THE INFORMATION AND DIMENSIONS PROVIDED BY TSA. BEFORE A FINAL PLAN IS ISSUED, ALL DIMENSIONS MUST BE VERIFIED AT THE LOCATION. ALL LOCATIONS FOR POWER, VOICE AND DATA MUST BE VERIFIED.

TSA STANDARDS FOR FURNITURE AND SPACE ALLOCATION HAVE BEEN FOLLOWED WITHIN THE LIMITATIONS OF THE NEW OR EXISTING AREAS.

PLEASE REFER TO TSA FURNITURE AND SPACE STANDARDS FOR MORE DETAILED INFORMATION ABOUT FURNITURE FEATURES, DETAILS, FINISHES.

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439

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ICT

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RTN: -

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ONSITE

DRAWN BY:
ABBI BELL

DATE:
02/25/2015

PROJECT MANAGER:
BRIAN RUMMEL

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