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**REVISIONS:**
**CONSENT AIRPORT ITEM II-21 MOVED TO SEPTEMBER 23RD**
**ADDITION OF WAA BOARD OF BIDS ITEM II-22**
**ADDITION OF ITEM VIII-1**

# FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 16, 2014

City Council Chambers
455 North Main

## OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on September 9, 2014

---

## AWARDS AND PROCLAMATIONS

-- Proclamations:

Wichita Wagonmasters Downtown Chili Cook-off Day
Constitution Week
National Ballroom Dance Week

## I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

**1.** Ben Lee - Violence, gangs, and guns**. (CANCELLED)**

2. Brad Hart - Forgivable loan to Premier Processing, LLC **(CANCELLED)**

## II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)

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. 2013-2014 HUD Consolidated Plan Annual Performance and Evaluation Report.

   RECOMMENDED ACTION: Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

2. Sedgwick County Hazard Mitigation Plan.

   RECOMMENDED ACTION: Approve the Sedgwick County Hazard Mitigation Plan, adopt the resolution, and authorize the necessary signatures.

3. Water Line Improvements for Westfield, Westlink, South Arcadia Streets, and Westfield Court. (District V)

   RECOMMENDED ACTION: Accept the bids, approve the selection of Duling Construction, and authorize the necessary signatures.

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

4. General Obligation Bond and Note Sales.

   RECOMMENDED ACTION: (1) Receive public comment; (2) close the public hearing; (3) approve the financing obligations described in the Notice; (4) award the sale of each series of the Bonds and Notes to the best bidder for such series, subject to approval of the final sizing terms by the City Manager, his designee or the Director of Finance; (5) adopt the Bond Ordinances on a Declaration of Emergency basis; and (6) adopt the Bond and Note Resolutions.

## COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

## PLANNING AGENDA

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

### V. NON-CONSENT PLANNING AGENDA

None

## HOUSING AGENDA

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

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

### VI. NON-CONSENT HOUSING AGENDA

None

## AIRPORT AGENDA

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

### VII. NON-CONSENT AIRPORT AGENDA

None

## COUNCIL AGENDA

### VIII. COUNCIL MEMBER AGENDA

1. **Approval of travel for Mayor Carl Brewer and Council Member Lavonta Williams to travel to Ghana, West Africa (Accra, Kumasi and Cape Coast) and South, Africa (Johannesburg, Cape Town and Ekurhuleni) to explore trade, education, aviation and government exchange opportunities, September 25-October 13, 2014. Travel expenses will be incurred by Mayor Brewer and Council Member Williams.**

   RECOMMENDED ACTON: Approve the travel.

## IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

**(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)**

## II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 15, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

| Renewal | 2014 | (Consumption on Premises) |
|---|---|---|
| Roberto Beltran | Alejandros Fast Mexican Food** | 1212 South Rock Road |
| Andres E Tovar | Tacos Y Mas** | 552 South Oliver |

| Renewal | 2014 | (Consumption off Premises) |
|---|---|---|
| Andrea Lazenby | Wal-Mart #5991*** | 3137 South Seneca |
| Andrea Lazenby | Wal-Mart #5860*** | 9831 East Harry |
| Bao Q Tran | B&H Fast Trips*** | 2796 South Seneca |

   **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. Petitions for Public Improvements:
   a. Paving Improvements for Messiah Baptist Church Fourth Addition. (District II)
   b. Petition for Sidewalk in Oak Creek Addition. (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Design Services Agreements:
   a. Design Services Agreement for Fox Ridge Plaza Addition. (District V)
   b. Design Services Agreement for Siena Lakes Addition. (District V)

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

6. Change Order:
   a. Change Order No. 7 for K-96 and Greenwich Interchange. (District II)

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

7. Minutes of Advisory Boards/Commissions

   Deferred Compensation Board, May 29, 2014
   Joint Investment Committee, July 10, 2014
   Wichita Employees' Retirement System, July 23, 2014
   Police and Fire Retirement System, July 23, 2014
   Joint Investment Committee, August 7, 2014

   RECOMMENDED ACTION: Receive and file.

8. Grant of Right-of-Way Across City-Owned Property at 2423 West Irving. (District IV)

   RECOMMENDED ACTION: Approve the grant of right-of-way and authorize all necessary signatures.

9. Purchase of Paratransit Vans.

   RECOMMENDED ACTION: Approve the purchase of five vans from Kansas Truck Equipment Co. and authorize the Purchasing Manager to execute a purchase order.

10. Contracts and Agreements for August 2014.

    RECOMMENDED ACTION: Receive and file.

11. 2015 Employee Health and Vision Insurance.

    RECOMMENDED ACTION: Based on the recommendations of the Health Insurance Advisory Committee and the City's benefit consultant, IMA, Inc.: (1) approve the 2015 premium equivalent rates for the Premium PPO, Select PPO and Vision plans; and (2) authorize the necessary signatures.

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

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

13. Grant of Right-of-Way across City-Owned Property at Maple and Elder, Irving and Young, and Walker and Young. (Districts IV and VI)

    RECOMMENDED ACTION: Approve the grant of right-of-way and authorize all necessary signatures.

14. Health and Wellness Coalition of Wichita Community Transformation Grant Memorandum of Understanding Addendum.

    RECOMMENDED ACTION: Approve the Memorandum of Understanding Addendum and authorize the necessary signatures.

15. Partial Loan Forgiveness Request, Home Repair Program. (District I)

    RECOMMENDED ACTION: Approve the partial loan forgiveness request, with one-half of the proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

16. Security System Components, Services, and Upgrades for City of Wichita Facilities.

    RECOMMENDED ACTION: Approve the selection of Sandifer Engineering and Controls, approve the contract, and authorize the necessary signatures.

17. Memorandum of Understanding Between the City of Wichita and Zhenjiang, China.

    RECOMMENDED ACTION: Approve the Memorandum of Understanding, adopt the resolution and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read September 9, 2014)
    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.

19. *SUB2014-00029 -- Plat of Hiepson Estates Addition located North of 29th Street North, West of Hoover Road. (District V)

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

20. *VAC2014-00022 - Request to Vacate the Plattor's Text to Amend the Uses Permitted in a Platted Reserve on Property Generally Located on the North Side of Central Avenue and East of 127th Street East.

    RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## II. CONSENT HOUSING AGENDA ITEMS

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

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

None

## II. CONSENT AIRPORT AGENDA ITEMS

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

***21. *Change Order No. 3 - Parking Program - Wichita Mid-Continent Airport.***

**(MOVED TO SEPTEMBER 23RD MEETING PULLED PER CITY MANAGER)**

**22. *WAA Report of Board of Bids and Contracts dated September 15, 2014.**

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

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**To:** Mayor and City Council

**Subject:** 2013-2014 HUD Consolidated Plan Annual Performance and Evaluation Report

**Initiated By:** Housing and Community Services Department

**Agenda:** New Business

---

**Recommendation:** Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

**Background:** The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2013-2014 CAPER documents the activities undertaken during the program year beginning July 1, 2013 and ending June 30, 2014 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grant (ESG) programs.

**Analysis:** During the reporting period, residents of the City of Wichita received direct benefits from expenditure of CDBG, HOME and ESG funds. Home Improvement Programs provided grants and loans to assist 272 households through the Home Repair Program, and five neighborhood clean-ups were conducted. Public Service agencies received funds to provide 4,836 middle-school youth with after school recreation and enrichment programs. The women's shelters served 555 women and children who were victims of domestic violence. A total of 185 youth participated in The Way to Work summer youth employment program. The HOME program assisted 26 first-time homebuyers with down payments and closing costs and assisted in the development of 20 new construction units. The ESG program served 3,208 persons by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse.

**Financial Consideration:** The total expenditures for the July 1, 2013-June 30, 2014 program year were **$3,422,904**: $2,544,678 for the CDBG program; $552,946 for HOME Investment Partnerships program; and $165,045 in the ESG program.

**Legal Consideration:** The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on August 15, 2014, advising that public comments would be accepted through September 5, 2013. Notice was also published in The Community Voice on August 21, 2014.

The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City of Wichita website and specified branches of the Wichita Public Library. No comments were received.

**Recommendation/Actions:** It is recommended that the City Council close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

**Attachments:** None.

**DRAFT – FOR PUBLIC REVIEW AND COMMENT**

City of Wichita

# Consolidated Plan

## 2013-2014 Annual Performance Report

*"Creating Communities of Choice"*

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## I. Executive Summary

The City of Wichita proudly presents this report on activities related to the Community Planning and Development formula grant programs. This report includes highlights of all initiatives that have been undertaken during the 2013-2014 program year and have contributed to the City's goals of safe, affordable housing and neighborhood revitalization and stability.

**Affordable housing** goals were met through several programs. Community Development Block Grant (CDBG) funds were used for home repair for owner occupants. One of the strategies associated with the home repair program includes an allocation which is targeted to geographic areas with disproportionately high rates of neighborhood blight and on properties which have had numerous code violation citations. HOME Investment Partnerships Program (HOME) funds were also used to provide construction financing for new affordable housing construction and home repair, as well as down payment and closing cost assistance. Emergency Solutions Grant (ESG) funds were used to support local shelters and services for the homeless. Following are a few of the statistics related to services provided by these programs in 2013-2014.

- CDBG Home Repair – 272 households; $852,762.49 funds expended
- HOME - 20 homes constructed; 26 homeowners provided down-payment and closing cost assistance.
- ESG – 3,208 persons served in shelter programs, 74 persons served with prevention funds, and 190 persons served with rapid re-housing.

In addition to having responsibility for formula grants programs, the City of Wichita also serves as the Wichita Housing Authority and in that regard provides the majority of subsidized rental housing opportunities in the community.

- Public Housing – The City owns and maintains 578 affordable housing units in multi-family and scattered site settings. This rental portfolio represents the maximum number of HUD authorized public housing units for the Wichita Housing Authority.

- Housing Choice Voucher Program – This program provides rental subsidies using 2,648 general purpose vouchers and 135 vouchers for homeless veterans.

The City of Wichita and Sedgwick County have combined resources to fund a Housing First program for the chronically homeless population. The program housed 100 persons during this program year.

**Neighborhood revitalization and stability** goals were achieved through the use of Community Development Block Grant and HOME Investment Partnerships Program funds.

- CDBG Neighborhood Cleanups – 5 cleanups funded; $19,419.13 funds expended
- HOME Boarded-Up Building Demolition and Replacement – 2 projects - $191,370.94 in funds expended

All of these infrastructure projects contributed to improving the physical environment of many low to moderate income persons in Wichita, which is the goal of neighborhood revitalization. In addition to these improvements, however, activities were also undertaken to facilitate individuals' access to services and/or to enhance and enrich their lives. Following are highlights of **Public Services** activities funded with CDBG allocations.

- Neighborhood Assistants – $428,626-was allocated to support staff who work in the City's four Neighborhood City Halls where their efforts to bring City and community services closer to people in need impacted more than 45,619 people. Program staff assisted citizens in addressing and resolving specific concerns, coordinated special programs and events for area residents, provided educational programs and workshops, and assisted neighborhood associations and other citizen groups to increase their capacity and better serve their constituencies.

- Women's Services – $275,000 was allocated to provide services to 555 women and children who needed to escape domestic violence situations.

- Children and Youth – Provided $125,000 for supervised after school enrichment and recreation for 4,836 middle school youth, as well as scholarships for 11 middle school youth with developmental disabilities to participate in quality specialized child care programing; provided $146,650 for summer youth employment for 185 youth.

**Summary of Resources and Distribution of Funds**

| Fund Source | Total | Committed | Expended |
|---|---|---|---|
| CDBG Formula | $2,780,875 | $2,780,875 | $2,366,535 |
| CDBG Program Income | $321,078 | $204,221 | $178,143 |
| HOME | $1,227,906 | $344,418.15 | 26,129.98 |
| HOME Program Income | $526,815.95 | 526,815.95 | 526,815.95 |
| ESG | $187,471 | $187,471 | $165,045 |

**Geographic Distribution**

Other than the Emergency Home Repair program, which is open to any very low income (50% AMI) homeowners and the Home Improvement Loan Program, which is open to low-to-moderate income (80% AMI) living within the city limits, other CDBG and HOME-funded programs services are focused in three overlapping concentrated geographic areas. The largest, shown with a blue hashed-line boundary on the map on page 5, is the Redevelopment Incentive Area (RIA); next is the Neighborhood Revitalization Strategy Area (NRSA) which has a bold red line boundary; and finally the Local Investment Areas (LIAs) are delineated with green shading and diagonal lines.

The different geographic limitation for each program is listed below per Area. Following is a list of programs available in each area:

City-Wide

- Home Improvement Loan Program
- Emergency Home Repair

Redevelopment Incentive Area

- Paint Grant Program
- Paint Labor Grant Program
- Emergency Home Repair
- Home Improvement Loan
- Housing Development Loan
- HOMEownership 80

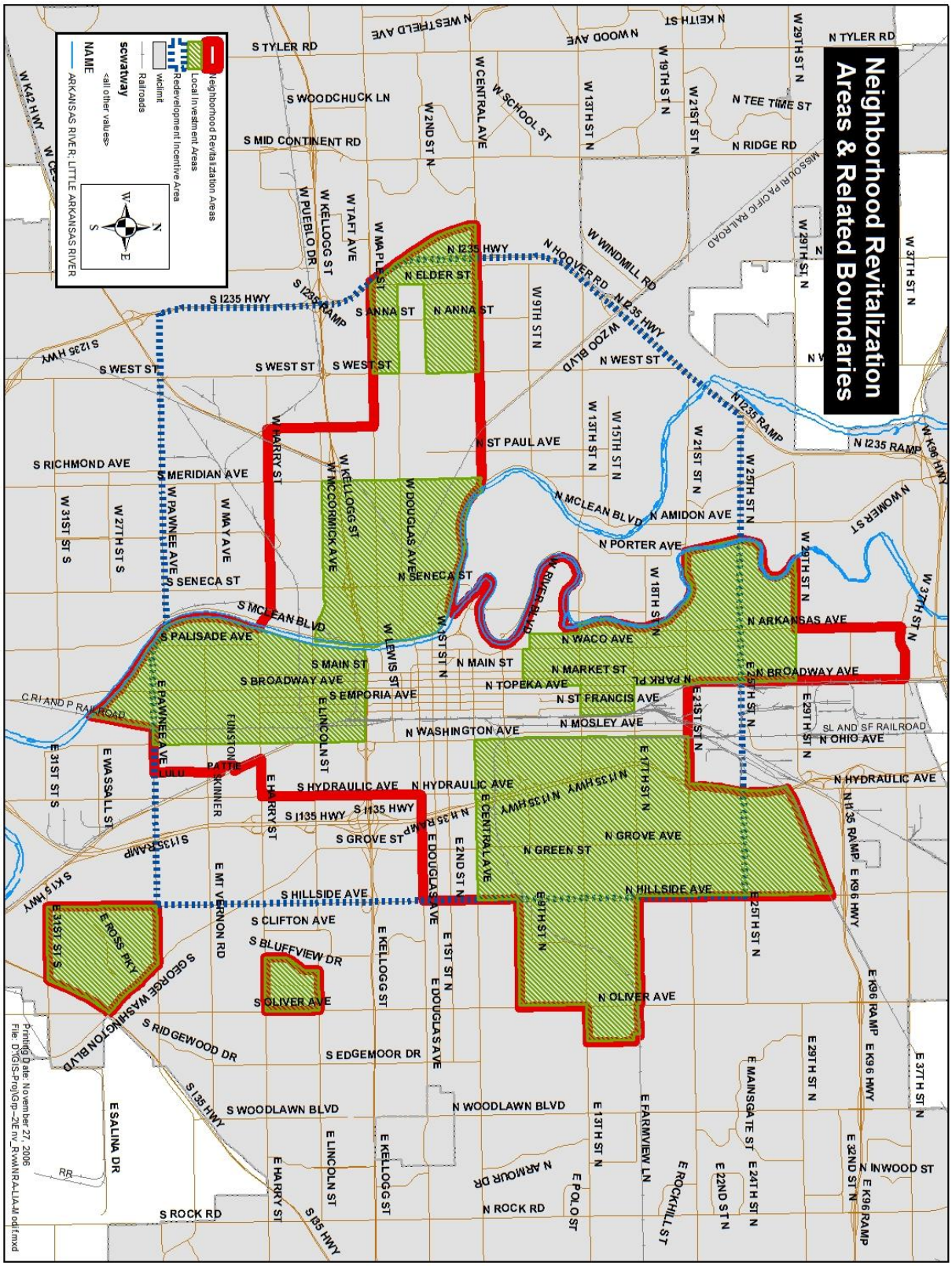
Neighborhood Revitalization Strategy Area

- Emergency Home Repair
- Home Improvement Loan
- Housing Development Loan
- HOMEownership 80
- Historic Loan
- Paint Grant Program
- Paint Labor Grant Program

Local Investment Area

- Boarded Up Building Demolition and Replacement Program
- HOME/CHDO Set-Aside Project Funding
- Deferred Loan Program
- Direct Loan Program
- Emergency Home Repair
- Exterior Grants
- Home Improvement Loan
- HOMEownership 80
- Housing Development Loan
- Paint Grant Program
- Paint Labor Grant Program

Other programs including Public Services and the Emergency Solutions Grant program are administered throughout the city limits for persons who meet eligibility requirements. The Housing First program is administered throughout Sedgwick County since it is jointly funded by the City and Sedgwick County. The Wichita Housing Authority Section 8 Homeless Choice Voucher and Public Housing programs are administered within the City limits.


Neighborhood Revitalization Areas & Related Boundaries
Neighborhood Revitalization Areas
Local Investment Areas
Redevelopment Incentive Area
wclimit
Railroads
scwatway
<all other values>
NAME
ARKANSAS RIVER; LITTLE ARKANSAS RIVER
Printing Date: November 27, 2006
File: D:\GIS-Proj\Grp-2\Env_Rvw\NRA-LIA-Modif.mxd

## II. Five Year Plan Assessment of Progress

The 2009-2013 Consolidated Plan was developed to address local housing and community development needs in a comprehensive manner. The City of Wichita developed the 2013-2014 Fifth Program Year Action Plan outlining ways in which the goals and priority needs established in the Consolidated Plan would be addressed in the 2013-2014 program year. The Wichita City Council approved the projects designated in the Fifth Program Year Action Plan that are funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) programs.

The top two Consolidated Plan priorities, Housing and Public Services, reflect the weakened economy in our community. Safe, affordable housing will provide community stability so that the Public Services which are delivered have a reasonable expectation of improving the quality of life, and leading low and moderate-income citizens in our community towards self-sufficiency.

In addition to Consolidated Plan priorities, the City of Wichita has established goals for the entire community. During the 2013-14 program year Consolidated Plan funding was used to address the City's goal of safe, affordable housing through the following programs which create and support homeownership: down payment and closing cost assistance; development subsidies for single family home construction; and home repair for existing homeowners. A total of 20 new homes were developed, and 26 new homeowners were assisted during the year. A detailed summary of goals, accomplishments, and expenditures is included in the Narrative sections for CDBG and HOME, beginning on pages 21 and 26, respectively.

The second Consolidated Plan priority designation, Public Services, was addressed in partnerships with local community agencies and organizations. Services include short term assistance such as providing shelter for women and children fleeing domestic violence, as well as long-term services, such as engaging neighborhood residents in empowerment strategies leading them to control their own future. Other Public Services which were funded include services for the homeless and youth programming, including summer youth employment. The City of Wichita exceeded the goal of serving 100,000 community residents annually through Public Services funded with Consolidated Plan resources.

## III. Assessment of Annual Progress

The projects funded in the 2013-2014 Fifth Program Year Action plan provide for an increased supply of affordable housing through operating funding for homeless shelter agencies, construction and rehabilitation of owner-occupied units, preservation of historic properties, and funding to support/create homeownership opportunities for first time buyers. Social

services are supported for job training, employment, recreation and education for youth. Together these projects offer a multi-dimensional approach to meeting priority needs and goals listed in the Consolidated Plan.

**1. Affirmatively Furthering Fair Housing**

The City of Wichita remains committed to affirmatively furthering fair housing. This commitment is carried out through partnerships with local agencies such as the Urban League of Kansas.

The City has established minimum Affirmative Marketing requirements for HOME-assisted rental and homebuyer projects. These requirements are incorporated into all funding agreements when the project involves five or more HOME-assisted units, and partners must meet or exceed them.

Each recipient of HOME funds for projects requiring compliance with affirmative marketing regulations is contractually required to prepare a written Affirmative Marketing Plan for their project, when applicable. The Affirmative Marketing Plan must be available for public inspection in the recipient organization's office. Each plan must contain specific steps/actions that the recipient organization will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area to the available housing.

Housing developers accessing HOME funding conduct outreach to the community by providing homeownership training services, housing counseling, and also by providing information regarding proposed projects in community newspapers, as well as the city's newspaper.

The City continues to believe in the importance of educating the public regarding fair housing issues. To that end the Housing and Community Services Department posts information on its website regarding fair housing laws and the Analysis of Impediments to Fair Housing choice. Additionally now that brochures are available for printing or purchase, the City will initiate a regular process of distributing information to housing program recipients who are in the process of purchasing a home, to landlords with whom the City contracts with its subsidized housing programs, and through the Neighborhood Resource Centers. As other opportunities are identified, these brochures will be distributed as widely as possible.

**2. Affordable Housing**

The City's objective is to maximize the impact of housing assistance in support of affordable housing needs, by offering a variety of programs. The City is also committed to serving low-

moderate income persons with this assistance. The following two charts reflect achievements in both areas.

**Numeric Housing Assistance Goals**
**City of Wichita 2009-2013 Consolidated Plan**

| | **Annual Goal** | **2013-2014 Actual** |
|---|---|---|
| **Emergency Home Repair Loans** | **80** | **168** |
| **Rental Housing Low Interest Revolving Loans** | **6** | **1** |
| **Paint Grants** | **175** | **61** |
| **HOMEownership 80** First-time homebuyers | **25** | **2~~6~~** |
| **Family Self Sufficiency** Section 8 Homeownership | **7** | **~~6~~** |

**Numbers of Persons Assisted per Income Range**
**2013-2014 Program Year**

| Program | EL | VL | L | M |
|---|---|---|---|---|
| Neighborhood Improvement Services | 91 | 44 | 124 | 13 |
| Section 8 Housing Choice Voucher | 2,221 | 357 | 60 | 0 |
| Public Housing | 438 | 61 | 19 | 5 |
| HOMEownership 80 | 1 | 10 | 7 | 8 |
| HOME Rental | 23 | 86 | 15 | 0 |
| Housing First | 100 | 0 | 0 | 0 |
| Totals | 2880 | 558 | 225 | 26 |

Key

EL Extremely Low – at or below 30% area median income
VL Very Low – 31% to 50% area median income
L Low – 51% – 80% area median income
M Moderate – 81% - 115% area median income

2014 Area Median Income for Wichita KS metropolitan statistical area - $65,900

Section 215. The City provided 26 down payment assistance loans to qualifying homebuyers, which met Section 215 requirements and are in compliance with the definitions outlined in 24 CFR 92.254 of the HOME Program regulation. The City currently monitors nine HOME-assisted rental developments that are subject to applicable affordability periods, which are consistent with the definitions outlined in 24 CFR 92.252 of the HOME Program regulation. These rental developments offer a total of 83 HOME-assisted units. A total of 126 income eligible households were served within these rental developments during the program year.

Efforts to address worst case housing needs. The City of Wichita's 2009-2013 Consolidated Plan lists renters, homeowners, homeless and non-homeless persons with special needs, as having the highest priority needs for affordable housing for the five year time frame. These priorities are also reflected in the following statement from the 1999 City of Wichita-Sedgwick County Comprehensive Plan, as amended in January, 2000: "every individual should have access to safe, decent, marketable and affordable housing". Following is a summary of programs which were administered to meet the needs of these most vulnerable populations.

- Housing First. This program provides chronically homeless individuals with rental assistance, case management and coordination of services to meet their needs. A total of 100 persons were assisted in permanent housing during this report period.

- Housing Choice Voucher Program. Housing Choice Vouchers provide subsidies to relieve persons living in overcrowded conditions or who are severely rent burdened. During the program year the Section 8 wait list opened after being closed for nearly 4 years. A total of 2,675 applications were received in the two week application period. As of June 30, 2014, Housing Choice Voucher Program had a lease up rate of 95% for its 2,573 vouchers, with 2,700 applicants on the waiting list.

- Veterans Affairs Supportive Housing Choice Voucher. The VASH program provides rental assistance for homeless veterans with case management and clinical services provided by the Veterans Administration at its medical centers and in the community. During this program year, 178 veterans received vouchers which enabled them to live in safe, affordable housing.

- Public Housing. The Wichita Housing Authority program accepted applications throughout the program year from large households of four or more members, persons aged 50 and over, and from persons with disabilities. Wait lists for other family sizes were closed due to the limited inventory turnover for smaller families. The City's Public Housing portfolio is simple in design, energy efficient and safe. As of June 30, 2014, Public Housing had an occupancy rate of 94% and 941 applicants on the waiting list.

Efforts to address the accessibility needs of persons with disabilities. The City of Wichita administers a Home Repair program that includes Emergency Repair Grants, Exterior Grants, Paint Grants and Paint Labor Grants), for eligible low income and disabled individuals. Elderly applicants who do not have the ability to paint their house, or access to someone who can apply the paint may also receive a paint labor grant. A total of 24 paint labor grants were awarded this program year.

The Home Improvement Programs (HIP) Division oversees the home repair program which can include ADA modifications for owner-occupants who meet CDBG income and location guidelines. Modifications may include bathroom accessibility, plumbing, and wheelchair ramps.

**3. Continuum of Care**

The City of Wichita Housing and Community Services Department administers several programs designed to address the needs of homeless persons and those at risk of becoming homeless.

- Emergency Solutions Grant: During this program year the City received $187,471. Of this amount, $112,100 was allocated for homeless assistance, funding programs that provide emergency shelter for specific populations including women and children fleeing domestic violence and homeless families. An additional $15,232 was allocated for homeless prevention activities, which provided funds to pay rent and utilities for eligible households at imminent risk of homelessness, and $45,696 was allocated for rapid re-housing activities. The Homeless Management Information System (HMIS), administered in our community by United Way of the Plains, received $383. The remaining $14,060 was allocated for grant administration.

- Housing First: During this program year the City allocated $78,593 in CDBG funds and $191,368 in general funds, to provide supportive housing for 100 chronically homeless individuals. This program is operated in partnership with Sedgwick County, Kansas which also contributes $191,368. The goal of the program is to provide permanent housing for persons meeting the definition of chronically homeless. Rent and other housing costs are paid with the City and County funds. CDBG funding is used for program administration. Through partnerships with community-based service-providers, participants receive additional services which include weekly, in-home case management and referrals for services to address mental/physical health needs, employment/education, addiction treatment and other services.

The City of Wichita formerly administered the Shelter Plus Care program however that responsibility now rests with the Sedgwick County Human Services Division. Persons in need of this supported housing are referred to that agency.

**4. Other Actions in Strategic Plan or Action Plan Taken To:**

a. Address obstacles to meeting underserved needs. The City continues to offer bi-lingual written materials, and to market programs and services through neighborhood based media in English and Spanish.

b. Foster and maintain affordable housing. The City of Wichita routinely reviews and evaluates proposals submitted by developers, for housing tax credits. City staff reviews the proposals, presents them to neighborhoods to be impacted by the proposed project, and makes recommendations to the City Council regarding the issuance of a resolution of support for each project. The resolution of support is required in order for the Kansas Housing Resources Corporation to evaluate tax credit proposals. In most cases the City provides the resolution, acknowledging the fact that the tax credit-funded activity will provide additional affordable housing units.

c. Eliminate barriers to affordable housing. Lack of information is often cited as a barrier to affordable housing. To address that particular barrier, the City provides access to information on CDBG, HOME and ESG programs at http://www.wichita.gov/Government/Departments/Housing/Pages/default.aspx. From that website citizens can also access the affordable housing database that is maintained by the Housing and Community Services Department. In addition, citizens have electronic access to the following Consolidated Plan-related documents: Executive Summary, Consolidated Plan, Annual Action Plan, Consolidated Action Plan Evaluation Report, as well as City Housing Codes, fair housing information sources and other affordable housing-related documents of interest and use to citizens and/or contractors. Links are also available to HUD websites, grant resources, housing services and general community data. Other information such as eligibility for specific programs is provided to the public upon request.

The United Way of the Plains operates the 2-1-1 information and referral system for Kansas, which provides information and referrals on a variety of topics and subjects. It is available 24 hours/day, seven days per week to link callers to community and Kansas resources related to family and social services, basic human needs, housing, health and medical services, substance abuse, training and employment, mental and physical disabilities, government services and public schools. Services available through the City of Wichita are included in the databank of this community resource.

The City of Wichita continues to offer the Housing Choice Voucher Homeownership program in accordance with HUD regulations. The program allows Housing Choice Voucher participants to use their vouchers to assist with mortgage payments for up to 15 years. Since inception in May 2001, 59 Housing Choice Voucher clients have purchased homes through this program. Many have also used the down payment and closing cost assistance available through the HOME program.

d. Overcome gaps in institutional structures and enhance coordination. In an effort to make City services more accessible to low and moderate income citizens three Neighborhood Resource Centers (NRCs) were established in low and moderate-income areas in 2001. Citizens can access a variety of City government and community services at these centers. One of the most popular and useful offerings at these centers, are public access computers. The computers interface with the City's information technology system, thereby making City forms and information readily available. In addition computer instruction is provided by the NCH staff and local agencies; the computer labs also provide continuing education opportunities for youth and their parents, as well as access to employment resources and applications.

The NRCs complement other neighborhood-based services such as recreation, community policing, fire stations, code enforcement and health services. They continue to experience high levels of citizen participation.

Each NRC also has one Community Liaison and one administrative assistant funded through the CDBG program. These staff persons provide a personal link between local government officials and citizens. They provide information on a variety of community and City services, as well as coordinate community events which connect citizens to those services.

NRC staff provided valuable information, services and assistance to over 45,619 citizens at the neighborhood level from the Atwater, Colvin, and Evergreen Neighborhood Resource Centers during the 2013-2014 program year. They addressed 943 specific citizen concerns.

e. Improve public housing and resident initiatives. The Wichita Housing Authority, in addition to responding to 2,721 routine work orders and mitigating each of 253 emergency work orders within 24 hours, made the following improvements to its housing stock:

- Replaced the windows in 18 dwelling units with Energy Star rated windows
- Replaced fencing at 16 dwellings.
- Rehabilitated two single family dwellings.
- Installed new kitchen cabinets in 40 senior apartments at Greenway Manor and McLean Manor (20 apartments in each high rise).
- Repaired 171 single family units after a major hail storm. Repairs included roof replacements, broken windows and damaged siding

The Resident Opportunities and Self Sufficiency (ROSS) program grant funded a service coordinator for residents of public housing units designated for the elderly and disabled, to help them remain independent and socially active. These services enable residents to age in place

with dignity. Individualized services included in-home services and health care assessments provided by the Sedgwick County Department on Aging.

f. Evaluate and reduce lead-based paint hazards. The City of Wichita follows regulations designed to protect at-risk populations from lead-based paint hazards in housing units that receive assistance from federally-funded programs. The City has established policies and procedures for evaluating hazards that may be present by assessing risks, controlling or eliminating the hazard and advising occupants of findings and a summary of improvements made.

In the Home Improvement Programs Division of Housing and Community Services Department, there are three certified Lead-Based Paint (LBP) inspectors and Risk Assessors on staff, who perform risk assessment and clearance tests for the Emergency Assistance Program, Minor Home Repair, Exterior Grant Program, Paint & Paint Labor Programs, Home Improvement Loan Program, Secondary Demolition, and the Historic Deferred Loan Program in order to identify lead-based paint hazards in homes being considered for home repair funding of $5,000 or less. The Department contracts with QuanTem Laboratories to analyze dust wipe samples collected by staff risk assessors performing LBP clearance on Emergency Assistance repair, Exterior Grants, Historic Deferred, Home Improvement Loan Program, Minor Home Repair, Paint, and Paint Labor Grant projects.

When hazards are found, the staff determines the appropriate strategy to control or eliminate them. Further, the Department restricts the use of federal funds on all housing rehabilitation projects, to contractors who are qualified in interim control and lead-safe work practices. The Department has facilitated training for contractors to qualify them for this work. Contractors are required to provide LBP certification for each worker performing lead remediation activities on every project where funding exceeds $5,000. The worker's certifications are placed in project files for verification and audit purposes. Contractors are required to provide Post Renovation Visual Inspection and Cleaning Verification Record forms, when necessary, as required by State law. On projects where hard costs exceed $5,000, contractors are required to provide a LBP clearance performed by a third party certified LBP Risk Assessor.

The cost of lead remediation activities (up to $7,500) is included in Deferred Loan Projects and can fund risk assessments, temporary relocation, lead abatement, interim controls and clearance during the rehabilitation of homes occupied by low and very low-income owner-occupied single-family homes. This assistance is provided in the form of a grant. A grant up to $2,500 is available for lead remediation on Emergency Assistance, Exterior Grant, Historic Deferred Loan and Minor Home Repair projects.

The City's Housing and Community Services Department, through the Home Improvement Programs Division, has established a partnership with the Kansas Healthy Homes and Lead Hazard Prevention Program, which is administered by the Kansas Department of Health and Environment. The U. S. Department of Housing and Urban Development awarded a grant in the amount of $3.1 million to this program, which addresses unhealthy housing conditions, primarily those conditions related lead-based paint hazards in homes where children six years of age and younger reside. The City and KDHE are working together on selected projects, in order to combine resources to address lead-based paint hazards in the homes of qualified program participants through existing City program offerings.

g. Ensure compliance with program and comprehensive planning requirements. City staff monitors program activities according to procedures described in the Monitoring section on page 20. City staff in the Metropolitan Area Planning Department conduct environmental reviews for all CDBG activities and review all properties 50 years old or older, to determine whether they are of historical significance. Neighborhood plans are also reviewed to ensure that proposed housing activities are consistent with the plans. Environmental reviews are completed prior to any work beginning on CDBG and HOME funded projects.

h. Reduce the number of persons living below the poverty level. The City of Wichita is the designated Community Action Agency for Sedgwick County and receives Community Services Block Grant (CSBG) funds to address poverty issues at the community level. The Wichita Sedgwick County Community Action Partnership (WSCCAP), a division of the Department of Housing and Community Services, administers these CSBG funds and, with citizen input, develops programs to assist individuals and families to overcome the challenges of poverty. Following is a summary of activities related to this goal:

- Medical Care - Through an alliance with the Central Plains Regional Health Care Foundation, Inc., WSCCAP provides funds for prescription medications, physician-prescribed medical supplies, durable medical equipment and the coordination of medical services for low-income, uninsured Sedgwick County residents. Under this collaborative project, associated physician and hospital services are donated and coordinated through the Foundation's Project Access. In its fifteen years of operation, Project Access has coordinated the efforts of eight hospitals, 1,085 physicians (both primary care and specialists), 39 dentists and 85 pharmacies in providing care for 12,070 low-income residents of Sedgwick County, for a total value of over $161 million in donated services and medications. From July 2013 through June 2014, 491 persons received medical services with WSCCAP assistance.

- Employment – During this report period the WSCCAP provided assessment, service planning, and case management to low income families in Sedgwick County through its Individual and Family Development (IFD) Program. The IFD Program is a comprehensive process through which clients establish goals and improve their abilities to reach those goals. WSCCAP staff provides support services to help clients reach their goals or coordinate services with community partners. The focus shifts from the "individual" to the whole family to achieve financial independence. Through an employment, education and training contract with Workforce Alliance of South Central Kansas, Inc., WSCCAP referred 20 families for job search, life skills, employment, and retention services. From July 2013 through June 2014, 105 Section 3 residents became employed with an average wage of $7.34 per hour. The WSCCAP utilized FFY 2013 CSBG Non-Discretionary grant dollars to fund non-personnel program costs for the City's 2014 The Way to Work summer youth employment program. The summer youth employment program was designed for young people ages 14-15 who are in families receiving subsidized housing in Public Housing or receiving a Section 8 Housing Choice Voucher. Ninety-six youth participants gained employment, received uniform shirts, improved their social and emotional development, and 18 were assisted with transportation costs.

**5. Leveraging Resources**

The City of Wichita has developed significant public/private partnerships with for-profit and not-for-profit organizations to enhance and leverage the economic value of federal funds. The City's funds serve~~s~~ as a catalyst for additional investment and reinvestment in areas of the community which might not otherwise attract private participation. Following is a summary of federally funded projects and the private investment they generated during the reporting period:

Home Improvement Loan Program (HILP). CDBG expenditures of $12,366.00 leveraged $57,147.83 ($4.62 to $1) in other funds to buy down the interest rates for home repair loans.

Youth Recreation and Enrichment. After school activities to provide productive, constructive leisure activities for middle-school aged youth, are the goal of CDBG funding for the YMCA and Rainbows United. The YMCA total program budget of $351,998 included $101,907 in CDBG funds, and provided services to 4,836 youth. Rainbows United has a program budget of $180,280 which includes $23,093 in CDBG funds, utilized to provide scholarships for 11 disabled youth.

Summer Youth Employment. During 2013-2014 program year, the City of Wichita operated "The Way to Work", a job training and employment program for youth ages 14-15 who reside in households living in public housing or receiving a Section 8 Housing Choice Voucher. Utilizing an allocation of $146,650, a total of 185 youth received training and employment by the City of Wichita.

YWCA Women's Crisis Center. During the 2013-2014 program year, this agency provided emergency shelter, food, advocacy, and support groups for 183 women and children fleeing domestic violence. The CDBG allocation of $143,964 supported the total program budget of $530,880, which also includes City ESG program funds.

Catholic Charities Harbor House. During the 2013-2014 program year, this agency provided emergency shelter, food, advocacy services, a crisis line and support groups for 306 women and children who were fleeing domestic violence. The CDBG allocation of $105,036 supported the total program budget of $827,595, which also includes City ESG program funds.

Stepstone, Inc. During the 2013-2014 program year, an allocation of $26,000 enable this agency to provide therapeutic counseling services to 66 mothers and children who have experienced domestic violence and have participated or are currently participating in Stepstone, Inc.'s transitional housing program. Additional activities for youth include tutoring, homework assistance, and enrichment opportunities.

HOME Projects. HOME expenditures of $1,930,085.55 leveraged $2,393,891 in other funds for mortgage and construction financing, as well as other down payment assistance. See page 36 for details on the HOME program.

**6. Citizen Comments**

The citizen participation process is integral to obtaining community input in the development of programs that best suit the needs of low and moderate income persons. Therefore the City of Wichita has established a comprehensive citizen participation process to help identify short term and long term priority needs. The first step in this process is to engage citizens in establishing priorities for the Consolidated Plan. The 2009-2013 Consolidated Plan was developed with input from the six District Advisory Boards (DABs) that correspond to each City Council district. Each board has 11 members representing a cross-section of their neighborhoods. The purpose of the DABs is to provide citizens an opportunity to provide input to the elected council members on a broad range of social and community issues affecting their neighborhoods. Their feedback on priority surveys is reflected in the Consolidated Plan.

A similar process occurs with the development of the annual action plan. Presentations are made at DAB meetings and citizens are asked to prioritize community needs for the coming year. The Wichita City Council also conducts several public hearings during the year regarding Consolidated Plan funding. Staff incorporates all of this information into the projects and other planned activities utilizing the Consolidated Plan funding.

Throughout these processes, public notices are published in local newspapers including the Wichita Eagle and The Community Voice. Information regarding public comment opportunities is also posted on the City's website and City-7 News Channel. Electronic copies of the Consolidated Plan, One-Year Action Plans and CAPERs are available on the City's website. Hard copies of these documents are distributed to the Neighborhood City Halls, all branches of the public library and various departments in City Hall for public review and comment. Each person who wishes to speak at public hearings is allowed to do so for five minutes and citizens are provided staff names, email and mailing addresses for submitting written comments.

Once proposals have been submitted for programs identified in the initial public comment period, they are reviewed by a 14 member Grants Review Committee (GRC). The GRC is appointed by the Mayor and City Council and its members represent neighborhood associations, the school district, higher education, large and small businesses. The GRC also has representation from all six District Advisory Boards. GRC members conduct a public hearing to obtain citizen comments regarding housing and non-housing community development needs and make funding recommendations to the City Manager for CDBG, HOME, and ESG programs and is a major part of the Citizen Participation Process for review of annual community planning and development funding decisions.

A public notice regarding the 2013-2014 CAPER was published in the Wichita Eagle on Aug. 8, 2014, and will be in The Community Voice on Aug. 21, 2014. Both notices invite the public to make comments on the CAPER and provided a listing of the sites where copies of the CAPER could be found including the City's website.

They announced the dates of the 15-day public comment period, when and how to submit written comments and the public hearing on September 16, 2014, at the regularly scheduled City Council meeting. Throughout the public comment period, notification and requests for comment were frequently broadcast on the City-7 News Channel. All public notices also include information for persons needing auxiliary aid or service for effective communication with City of Wichita personnel, as to how they can access such services.

**7. Self Evaluation**

The City of Wichita is committed to achieving the goals of the Consolidated Plan through grant disbursements and program management, which includes formal monitoring and technical assistance workshops for recipients of CDBG funding. The City is also committed to responsible stewardship of federal funds and has ensured that expenditures are consistent with letter of credit disbursements and HUD timeliness standards for expenditure of CDBG funds.
CDBG funds were used to support housing, capital improvements and public services while HOME funds provided first time homebuyer assistance, home repair funds for income-eligible residents in Wichita, and financing for new construction. ESG funds were disbursed to homeless service providers to support essential services and operations, and to agencies providing homeless prevention services.

Programs funded through the 2013-2014 Fifth Program Year Action Plan provided safe, decent, and affordable housing, and a suitable living environment for the City's low and moderate-income neighborhoods and residents. The supply of safe, affordable housing increased through programs that offered financial incentives to developers of affordable housing and financial assistance to enable people with low and moderate incomes to access such housing. A total of 20 new homes were constructed during the program year with development subsidies provided through the City's HOME Program. The City provided additional incentives for these projects, including permit fee waivers and partial property tax rebates. Buyers of the new homes received down payment/closing costs assistance loans.

Homeownership priorities have been achieved through the HOMEownership 80 and Deferred Loan Programs which assist low-income first time homebuyers with down payment and closing costs and which provide funding for home repairs for eligible homeowners. Housing priorities were also met through the City's various home repair programs, where many of the recipients are elderly homeowners living in older homes, and whose fixed incomes cannot stretch to provide necessary health and safety improvements. The City has also continued to support rehabilitation of rental property so that it meets affordability and safety standards. The availability of tax rebates through the Neighborhood Revitalization Program also supports the stabilization of our community.

The needs of the homeless were addressed through City contracts with local homeless service providers who utilize Emergency Solutions Grant funds in addition to their other resources. To enhance efficiency and accountability, the United Way of the Plains administers the Homeless Management Information System (HMIS), which local providers use to track and coordinate client services. Homeless needs were also addressed through the City/County-funded Housing

First program and through the City's administration of the Homelessness Prevention and Rapid Re-Housing program.

**8. Monitoring**

The Housing and Community Services Department (HCSD) performs regular internal monitoring reviews to ensure there is accountability for all federal and state funds received. Community Development Block Grant and Emergency Solutions Grant funded programs are monitored in several ways. The monitoring process is modeled after the method outlined in the HUD's publication of Managing CDBG: A Guidebook for CDBG Grantees on Subrecipient Oversight. Staff reviews monitoring policies and procedures annually to implement any new HUD designated regulations. Following is a description of the process used to ensure compliance for contracts for CDBG and HOME-funded activities.

As part of the initial application for funding, programs must submit a number of external audit documents to confirm their organizational capacity. Notes are made of any irregularities which must be addressed prior to entering into a funding agreement. City contracts with subrecipients for annual funding include performance measures which require submission of monthly reports on progress toward meeting those goals. Staff reviews monthly reports of accomplishments and spending for all subrecipients. At the end of each quarter, a desk audit of each program is conducted, and all subrecipients receive written feedback concerning their performance, spending, and accomplishment of goals and objectives. Strengths and weaknesses are documented, and any required corrective action must be addressed. A formal risk analysis is conducted annually for all programs to determine which subrecipients present the greatest risk in terms of their capacity to manage and administer CDBG program activities and funds. Risk factors include the subrecipients' previous experience with federal funds, their organizational capacity and experience administering programs, timeliness and accuracy of their previous reports and spending (if applicable). Subrecipients with the highest risk are most closely monitored, including on-site visits for program monitoring and technical support. Site visits are conducted routinely. Comprehensive on-site monitoring is conducted for all new programs during their first year and for all continuing programs at least every two years.

The HOME Investment Partnerships program monitoring plan includes annual on-site monitoring of all multi-family rental projects which have been funded with HOME funds. The monitoring occurs throughout the affordability period. Homeownership projects receiving HOME program assistance for purchase and /or rehabilitation/construction are subject to mortgage liens filed with the Sedgwick County Register of Deeds Office, which serve as the long-term deed restriction required to enforce the applicable HOME affordability period. And finally, during the development process, HOME staff monitors construction progress in order to

ensure the validity of reimbursement requests submitted for payment. Construction progress is monitored through the use of on-site inspections and by reviewing the on-site inspections documented by the Metropolitan Area Building and Construction Department (MABCD). The inspections performed by MABCD verify compliance with local building codes, as required under the HOME regulation.

## IV. Program Narratives

### Community Development Block Grant Narrative Statement

#### 1. Assessment of Relationship of CDBG Funds to Goals and Objectives

All activities undertaken during the 2013-2014 program year addressed priorities of the Consolidated Plan and the specific activities of the current Annual Action Plan.

All activities undertaken during the 2013-2014 reporting period complied with the national objective by primarily benefiting low to moderate-income persons and aiding in the prevention of slum and blight. No situations arose that required urgent needs to be addressed within the city of Wichita. Total CDBG disbursements for the program year were $2,366,535 including $1,565,073 expended for activities benefiting low to moderate-income persons.

<u>Housing Rehabilitation Information</u>

The City of Wichita funded several types of housing programs with CDBG funds. Following is a list of the individual programs with the number of units completed, CDBG funds expended during the year, and any public or private funds involved.

The Home Repair Program was established to address declining housing conditions in the city. Several distinct grants are offered: Exterior Grants, Emergency Repair, Paint Grants and Paint Labor Grants. A total of 272 households were assisted through the various Home Repair programs, resulting in an expenditure of $852,762.49. The Deferred Loan Program provides financial assistance to rehabilitate very-low income households located within the Local Investment Area (LIA). There were two Deferred Loans provided during the program year.

Eligibility for home repair assistance is based on household income and the location of the home. Emergency repair assistance is available to address health and safety issues in homes anywhere in the Wichita city limits. The homeowner must live in the home to be repaired and the household income may not exceed 50% of the area median family income for Wichita. Assistance is limited to a $5,000 deferred loan which is forgiven after five years provided the

recipient remains owner-occupant of the home. Failure to remain the owner-occupant during the five year time period will result in the loan having to be repaid in its entirety.

The Exterior Grant is available in specific targeted areas within the Local Investment Area (LIA) where other public investment projects have been completed or are underway. ~~A~~ One hundred percent (100%) of all owner-occupant recipients of the Exterior Grant must have household income that does not exceed eighty percent (80%) of area median income limits. A zero percent (0%) loan may be provided to investors for repairs to rental property located within the special targeted area.

The Minor Home Repair Program is available within the LIA and requires the recipient to be owner-occupant, and be 65 years of age or older. One hundred percent (100%) of households assisted under this activity must have household income not exceeding 50% of the area median. The assistance comes in the form of a zero interest deferred loan that is forgiven after five years, provided the recipient remains owner-occupant of the property. Failure to remain the owner-occupant during the five year period will result in the loan having to be repaid in its entirety.

Paint grants are available for properties located within any one of the seven Local Investment Areas (LIAs) in the City's Neighborhood Revitalization Area (NRA) or within the City's Redevelopment Incentive Area (RIA). At least fifty-one percent (51%) of the households assisted located within the LIA must have incomes that do not exceed eighty percent (80%) of the median. One hundred percent of households assisted that are located outside the LIA but within the RIA must have income that does not exceed eighty percent (80%) of median. Applicants meeting the location and income criteria can receive up to $200 in paint for the exterior of their homes. Elderly applicants (55 years of age) or disabled heads-of-household who do not have the ability to, access to, or resources to pay for someone who can apply the paint, may also receive a paint labor grant, provided they ore owner-occupants with household income of no more than 80% of the area median. Such grants are not used for purchasing equipment such as brushes or ladders.

Everyone who receives paint and/or a paint labor grant receives a video on safe practices related to lead based paint removal. The video is at no charge and the homeowner is required to sign a statement agreeing to view it before beginning work on painting their home. During the 2013-2014 program year, 61 homeowners were provided paint for their homes 24 of whom also received labor grants. The total materials cost was $18,277.68 and labor grants for the 24 homeowners was $77,912.

The Direct Loan Program provides home rehabilitation loans to low-income homeowners in the Local Investment Areas, with a variable interest rate based on income. The maximum loan amount is $35,000 with a maximum 20-year pay back, secured by a mortgage on the property. During the 2013-2014 program year no new loans were made under this program.

The Home Improvement Loan/Grant Program (HILP) buys down the interest rate for loans provided by an external financial institution. Five homeowners received assistance from this program for a total expenditure of $12,366.80 in CDBG funds that leveraged $57,147.83 in private funds.

The Deferred Loan Program provides housing rehabilitation loans up to $35,000 in the Local Investment Areas, and is secured by a mortgage on the property. On the first five anniversaries, the loan is reduced by 10% provided the recipient remains owner-occupant. A mortgage is filed for any assistance over $1,000. Repayment of the full Deferred Loan or remaining balance is required when the recipient is no longer owner-occupant and the new owner-occupant does not meet program guidelines. During the 2013-2014 program year, two homeowners received Deferred Loans.

The Residential Revolving Historic Loan Program provides loans to owners of local or nationally designated historic structures for renovation. The loan maximum is $25,000 however loans over that amount may be awarded with City Council approval. The interest rate is four points below the prime rate on the day of closing with a 20-year payback period. One new loan was made during the program year.

The Rental Housing Revolving Loan-Single Unit program provides low-interest loans for rehabilitation of single unit residential rental properties in the Local Investment Areas. When loans are repaid, those funds become program income which is then made available for loans to other borrowers. No new projects were completed during the program year.

The Rental Housing Revolving Loan-Multi Unit program provides low-interest loans for rehabilitation of multiple unit structures in the Local Investment Areas. When loans are repaid, those funds become program income which is then allocated for additional program uses. One new loan was made during the program year.

Neighborhood Revitalization Information

The Neighborhood Clean-up Program pays for dumpsters and tire removal during one-day neighborhood clean-up efforts in the Local Investment Areas. Five clean-ups were completed during the 2013-2014 program year, expending $19,419.13.

The goal of the Secondary Structure Demolition Program is to eliminate blighting influences in low income neighborhoods. The program provides grants to income eligible, owner-occupants of property in the Local Investment Areas, to remove deteriorated secondary structures. The maximum amount of assistance is $2,500 per structure. There were no structures removed during the 2013-2014 Program Year.

**2. Changes in Program Objectives**

During the 2013-2014 program year there were no changes in program objectives.

**3. Assessment of Efforts in Carrying Out Planned Actions**

During the 2013-2014 program year the City targeted housing activities and infrastructure improvements in designated Local Investment Areas (LIAs), which are located within the Neighborhood Revitalization Strategy Areas (NRSAs). The NRSA plan is required by the Kansas Neighborhood Revitalization Act in order to create an incremental tax rebate program to encourage reinvestment and improvement of blighted, declining areas of the community. By establishing joint State and Federal (HUD) NRSAs, the City can offer rebates for home improvements outlined in the State Statute.

During the 2013-2014 program year, the City provided certifications of consistency with the Consolidated Plan to support applications which were prepared by community agencies and organizations for funding to meet community needs. Such certifications were issued after Housing and Community Services Department staff reviewed the application documents, and determined that the project would enhance the City's housing and community development goals as stated in the Consolidated Plan.

Staff from the Housing and Community Services Department worked with subgrantees and subrecipients to monitor progress of planned activities. Particular attention was paid to the scope of services and performance measures to assure performance of accomplishments as anticipated.

**4. Use of CDBG Funds for National Objectives**

All funds, other than planning and administration, were used exclusively for activities benefiting low/mod persons and addressing slum/blight issues. The City used 94.30% of its CDBG disbursement for low/mod activities, which exceeds the minimal requirement of 70%.

**5. Anti-displacement and Relocation**

The City did not buy occupied housing with CDBG or HOME funding during the program year.

**6. Low/Mod Job Activities**

The City of Wichita did not have any economic development activities that involved CDBG funds during the program year.

**7. Program income received**

Program income in the amount of $321,078 was generated during the program year. A portion of the program income was loan repayments ($204,221) which were reallocated to the CDBG funded housing rehabilitation programs. Other funds received, in the amount of $116,857, were made available for reallocation to other eligible activities for the 2014-2015 First Program Year Action Plan.

| | |
|---|---|
| Home Repair: | $ 70,174 |
| Direct Loan: | $ 10,228 |
| Rental Rehabilitation: | $ 90,932 |
| Historic revolving loan: | $ 32,887 |
| Total: | $204,221 |

**8. Prior period adjustments**

No prior year adjustments were made for disallowable payments.

**9. Loans and other receivables**

The City did not issue CDBG funding for float loans. All funds were allocated before the beginning of the program year and held in accounts until ready to spend.

**Outstanding Home Repair Loans by Program**

| Program | Number of Loans | Amount |
|---|---|---|
| Emergency Home Repair Assistance Loans | 4,247 | $5,337,101 |
| Deferred Loans | 293 | $5,180,691 |
| Direct Loans | 3 | $13,860.95 |
| Historic Revolving Loans | 8 | $100,562.35 |
| Single Family Rental Rehabilitation Loans | 12 | $101,818.52 |
| Multi-Family Rental Rehabilitation Loans | 6 | $171,633.89 |
| Total | 4,569 | $10,905,667.71 |

The City did not own any property acquired or improved with CDBG funding that was for sale at the end of the reporting period.

**10. Lump sum agreements**

The City did not issue CDBG funding in lump sums during the program year.

**11. Neighborhood Revitalization Strategies**

Through Home Improvement Programs, the City provides grants for free paint for residential properties in the local investment area. Additionally, grants for labor associated with exterior painting are available for eligible applicants, such as the elderly or disabled, who are physically unable to complete exterior house painting. During this program year, a total of 61 paint grants were provided, and 24 of those recipients also received grants for labor. This strategy has the effect of improved curb appeal and often triggers other homeowners in the area, to make exterior improvements to their properties.

**HOME Narrative Statement**

Housing priorities identified in the Consolidated Plan include homeownership and single-family construction/infill. Following is a summary of the allocation of HOME funds for the 2013-2014 program year, which were designed to address these priorities.

Community Housing Development Organization (CHDO) Operating Support Funding (Affordable Rental/Homeownership): HOME funding in the amount of $50,000 was allocated for organizational support of two City-certified CHDOs during the program year. This funding is designed to assist with salaries, training, and general office expenses, to provide for organizational support while the CHDO carries out HOME-funded housing development projects.

HOMEownership 80 Program (Homeownership): HOME funding in the amount of $383,014 was allocated for the City's homeownership assistance program. The HOMEownership 80 Program has been successful in overcoming one of the more formidable barriers to homeownership, which is the accumulation of sufficient resources for down payment and closing costs. Many HOMEownership 80 Program recipients utilize down payment assistance loans to complete the purchase of homes constructed by City-certified CHDOs.

During the 1998/1999 program year, HOMEownership 80 became a component of the City's Neighborhood Revitalization Plan. This action targeted funding to the City's Local Investments

Areas (LIAs). During the 2001/2002 program year, the target area was expanded to make assistance available in the City's newly established Redevelopment Incentives Area (RIA). During the current report period, as in previous years, loans are provided for down payments and closing costs, as well as for minor rehabilitation, in order to improve code compliance.

Applicants for HOMEownership 80 program assistance are required to attend a homeownership training class. While attending the class, applicants become familiar with the aspects involved in purchasing and financing a home, including negotiating the real estate contract, working with a real estate agent, loan qualifying and credit reparation. The training also provides post-purchase information useful to new homeowners.

HOMEownership 80 program assistance is provided in the form of a zero-interest deferred loan secured by a mortgage. The mortgage is due and payable at the time of ownership transfer or if the family ceases to use the home as its principal residence. One-half of the down payment assistance is forgiven after a period of five years, or after a period of 10 years, depending on the amount of the assistance loan and the applicable HOME affordability period.

Boarded-up HOME Program (Homeownership/Housing Development): HOME funding in the amount of $100,000 was allocated to provide a means for City-certified CHDOs to obtain zero-interest development subsidy loans to purchase boarded-up or otherwise blighted non-commercial structures. These structures are rehabilitated or demolished to enable CHDOs to construct new homes on the sites. Newly constructed/rehabilitated homes are re-sold to HOME-eligible, owner/occupied families.

Housing Development Loan Program (HDLP): HOME funding in the amount of $147,637 was allocated for the HDLP. The purpose of the HDLP is to provide a means for CHDOs, other non-profit developers or for-profit developers to obtain zero-interest development subsidy loans to develop housing on idle or under-utilized real estate for underserved populations. Projects may include new construction or rehabilitation for owner/occupied households. The program is available in the City’s RIA.

CHDO Set-Aside Funding (Housing Development/Homeownership): A total of $266,959 was allocated for housing development projects to be undertaken by City-certified CHDOs, within the City’s LIAs. This amount exceeded the 15% set-aside for CHDO housing development projects which is required under the HOME regulation. Mennonite Housing received $175,000 in 2013 HOME funding to develop single-family housing projects within the City's six LIAs. Power CDC received $91,959 in 2013 HOME funding for the development of single-family

homes in the Millair Creek neighborhood. Both organizations planned to construct new single-family homes for HOME-eligible, owner-occupant low-income homebuyers.

HOME Program Administration: A total of $122,790 in HOME funding was allocated for the administration of the City's HOME program, from the 2013 HOME Grant. This activity includes the provision of technical assistance, oversight of CHDO development activities, general administrative activities, and monitoring of existing HOME-funded rental projects currently subject to HOME-applicable affordability periods.

**A. Summary of Accomplishments**

The HOME program plays a significant role in the City's Neighborhood Revitalization Plan by addressing the barriers to affordable housing based on the needs of low and moderate-income homebuyers and existing homeowners. During the 2013-2014 program year, HOME funds were targeted to the City's LIAs, NRA and RIA as previously described. Following is a description of goals and accomplishments in connection with HOME-funded projects, as specified in the One year action plan.

| Project Name | Goal | Actual | HOME Assisted |
|---|---|---|---|
| Homeownership 80 | 25 Loans | 26 | 26 |
| CHDO Set-Aside Housing Development Projects | 8 Units | 11 | 11 |
| Housing Development Loan Program | 12 Units | 10 | 10 |
| CHDO Operational Funding | 2 Organizations | 2 | N/A |
| CHDO Boarded-up HOME Program | 2 Units | 3 | 3 |
| Deferred Loan Program | 3 Loans | 2 | 2 |

The following summary provides additional detail regarding HOME Program expenditures and accomplishments during the 2013-2014 program year, utilizing current year funding, prior year funding and allocated program income.

HOMEownership 80: Down payment/closing costs assistance loans were made available to HOME-eligible, owner-occupied homebuyers under this program in connection with the purchase of a home. Assistance loans were provided in the form of a zero-interest deferred payment loan. Homebuyers utilizing the program were required to attend pre-purchase homebuyer counseling classes. HOME funds were utilized to pay for the cost of the pre-purchase counseling/homebuyer training, when a homebuyer completed the purchase of a home.

| General Program Statistics | | |
|---|---|---|
| *Total Purchases* | | 26 |
| Total HOME Funds | | $ 386,474.39 |
| Single Head of Household | | 6 |
| Average Subsidy | | $ 14,864.39 |
| Income Breakdown | | |
| 61% - 80% | 8 | |
| 51% - 60%: | 7 | |
| 31% - 50%: | 9 | |
| 0% - 30%: | 1 | |

| Race by Head of Household | Count | Percentage |
|---|---|---|
| AA | 6 | 23% |
| W | 20 | 77% |
| A | 0 | 0 |
| NH | 0 | 0 |
| NA | 0 | 0 |
| A & W | 0 | 0 |
| AA & W | 0 | 0 |
| NA & AA | 0 | 0 |
| Other | 0 | 0 |
| Total | 26 | 100 |

9 of the above persons are of Hispanic origin

**Key: AA – African American; W – White; A – Asian; NH – Native Hawaiian; NA – Native American.**

Deferred Loans (Homeownership): Like the HOMEownership 80 program, assistance provided under the Deferred Loan Program is in the form of a zero-interest deferred loan, which is secured by a mortgage on the property. The loan does not become due and payable until the property changes ownership or if the owner ceases to occupy the property. Household income for families participating in the program must be below 50% of median income.

The Deferred Loan Program has proven to be successful in overcoming the barriers to homeownership in the City's LIAs, by restoring potentially blighted homes and making them safe, clean and affordable for the owner occupying the home.

Following are the statistics regarding the Deferred Loan Program:

| General Program Statistics | |
|---|---|
| Total Rehabilitations | 2 |
| Total HOME Funds Invested | $73,064 |
| Average Subsidy | $36,532 |
| Units in very-low income CT | 2 |
| Households with Disabilities | 0 |

| Race by Head of Household | Count | Percentage |
|---|---|---|
| AA | 2 | 100 |
| W | 0 | 0 |
| A | 0 | 0 |
| NH | 0 | 0 |
| NA | 0 | 0 |
| A & W | 0 | 0 |
| AA & W | 0 | 0 |
| NA & AA | 0 | 0 |
| Other | 0 | 0 |
| Total | 0 | 100 |

None of the above persons are of Hispanic origin

**Neighborhood Stability and Blight Removal:**

Following is a summary of housing development activities undertaken during the 2013/2014 program year by various housing development organizations utilizing programs made available with HOME Program funding:

- Boarded up House Program: A total of $191,370.94 was spent for acquisition, demolition and to leverage private construction loans, in connection with final expenses for projects completed during the prior program year. Three homes were constructed and sold to HOME-eligible, owner-occupant families during the 2013-2014 program year. Funding was also used to initiate projects that will be completed during the 2014-2015 program year.

Mennonite Housing Rehabilitation Services:

- 2013 LIA Redevelopment Project (CHDO Set-Aside): HOME funding in the amount of $183,094.07 was expended to complete construction of three homes in the City's Local

Investment Areas during the program year, and to begin construction of a fourth home. The completed homes were sold to HOME-eligible owner-occupant homebuyers during the program year.

- 2012 LIA Redevelopment Project (CHDO Set-Aside): HOME funding in the amount of $143,114.65 was expended to complete construction of three homes in the City's Local Investment Areas during the program year. The completed homes were sold to HOME-eligible owner-occupant homebuyers during the program year.

- 2011 LIA Redevelopment Project (CHDO Set-Aside): HOME funding in the amount of $37,200.46 was expended to complete construction of one home in the Northeast Local Investment Area, which was sold to a HOME-eligible owner-occupant homebuyer and to reimburse final expenses related to two homes completed and sold in the prior program year.

- 2011 Neighborhood Homes (Housing Development Loan Program): HOME funding in the amount of $95,503.54 was expended to acquire sites and initiate construction of four homes in the City's Redevelopment Incentives Area. These homes will be completed in the 2014-2015 program year.

- 2012 Neighborhood Homes (Housing Development Loan Program): HOME funding in the amount of $14,882.67 was expended to acquire sites for homes to be constructed in the City's Redevelopment Incentives Area during the 2014-2015 program year.

Power Community Development Corporation:

- 2011 Northeast LIA Redevelopment Project (CHDO Set-Aside): HOME funding in the amount of $382,594.95 was expended during the 2013-2014 program year, to repay private construction loans and to pay for expenses associated with completion of four single-family rental housing units.

Residential Housing Solutions:

- 2012 Housing Development Loan Program, 1st Allocation: During the 2013-2014 program year, $43,735.44 in HOME funding was expended to complete construction of one home within the City's Redevelopment Incentives Area, and to reimburse final expenses in connection with a home completed during the previous program year. The completed home was sold to a HOME-eligible owner-occupant homebuyer.

- 2012 Housing Development Loan Program, 2nd Allocation: During the 2013-2014 program year, $59,978.14 in HOME funding was expended to complete construction of one home within the City's Redevelopment Incentives Area. The completed home was sold to a HOME-eligible owner-occupant homebuyer.

Habitat for Humanity:

- 2010 Housing Development Loan Program: During the 2013-2014 program year, $40,327.00 in HOME funding was expended to leverage materials donations and volunteer labor in order to complete construction of two homes in the City's Neighborhood Revitalization Area, and to reimburse final expenses in connection with a home constructed and sold during the previous program year. The completed homes were sold to HOME-eligible owner-occupant homebuyers.

- 2011 Housing Development Loan Program: During the 2013-2014 program year, $90,000.00 in HOME funding was expended to leverage materials donations and volunteer labor in order to complete construction of six homes in the City's Neighborhood Revitalization Area. The completed homes were sold to HOME-eligible owner-occupant homebuyers.

Universal Design Initiatives:

- 2012 Universal Design Initiatives: During the 2013-2014 program year, $8,461.00 in HOME funding was expended to incorporate universal design components into a home constructed and sold by Mennonite Housing.

HOME CHDO Operating Funding/Technical Assistance: Two of the City's recognized CHDOs received operational support funding from the HOME Program. Mennonite Housing Rehabilitation Services received $28,339.00 and Power CDC received $20,833.30 during the program year. These figures include previous year grant funding.

HOME Program Administration: A total of $131,112.00 was expended to administer activities related to the City's HOME program including the provision of technical assistance, oversight of CHDO development activities, and monitoring of existing HOME-funded rental projects currently subject to HOME-applicable affordability periods.

HOME-Assisted Rental Projects: Eight rental project developments previously funded by the City are currently subject to an affordability period as required under the HOME program. Following is a summary of the tenants served, as well as a breakdown of demographic information for each project, as of June 30, 2014.

## HOME-Assisted Rental Projects Performance

| Project Name (in expiration date order) | Affordability Expires | Income Breakdown | | General Program Statistics | | | | | Race by Head of Household (Defined Below) | | | | | | | | | | # of Hispanic Origin |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0-50% | 51-80% | # of Units | 50% Units | 60% Units | Vacant | # Female Hd/House | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| SANCHO Market Street Studios | 12/2014 | 6 | 0 | 4 | 4 | 0 | 0 | 1 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mosley Street Apartments (formerly South Beech Apartments) | 4/2014 | 4 | 9 | 4 | 4 | 0 | 0 | 1 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Innes Station Apartments | 12/2016 | 16 | 5 | 10 | 10 | 0 | 0 | 1 | 21 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mennonite Housing Rehabilitation Services: Country Acre Senior Residences | 07/2017 | 9 | 1 | 10 | 2 | 8 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mental Health Association: Pinecrest Place Senior Residences** | 5/2020 | 12 | 0 | 10 | 10 | 0 | 0 | 0 | 3 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Harvester Apartments | 1/2020 | 5 | 0 | 4 | 4 | 0 | 0 | 1 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Inter-Faith Villa North Apartments | 11/2019 | 19 | 0 | 11 | 11 | 0 | 0 | 0 | 12 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Eaton Place Apartments | 11/2022 | 35 | 1 | 26 | 26 | 0 | 0 | 11 | 32 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Power CDC Rental | 6/13/2034 | 3 | 1 | 4 | 0 | 4 | 0 | 3 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Totals** | | **109** | **17** | **83** | **71** | **12** | **0** | **18** | **101** | **24** | **1** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **5** |

**Project is subject to a Project-Based Rental Assistance Contract

Race Definitions:

1 White
2 Black/African American
3 Asian
4 American Indian/Alaskan Native
5 Native Hawaiian/Other Pacific Islander
6 American Indian/Alaskan Native & White
7 Asian & White
8 Black/African American & White
9 American Indian/Alaskan Native & Black/African American
10 Other Multi-Racial

Affirmative Marketing: The City has established minimum Affirmative Marketing requirements for HOME-assisted rental and homebuyer projects. These requirements are incorporated into all funding agreements when the project involves five or more HOME-assisted units.

Each recipient of HOME funds for projects requiring compliance with affirmative marketing regulations is contractually required to prepare a written Affirmative Marketing Plan for their project, when applicable. The Affirmative Marketing Plan must be available for public inspection in the recipient organization's office. Each plan must contain specific steps/actions that the recipient organization will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area to the available housing.

Housing developers accessing HOME funding conduct outreach to the community by providing homeownership training services, housing counseling, and also by providing information regarding proposed projects in community newspapers and the city's newspaper.

On-Site Inspections of Rental Housing: Following is a summary of the results of on-site inspection compliance monitoring of HOME-assisted rental housing conducted during the program year, for projects currently subject to HOME affordability periods:

- SANCHO Market Street Studio Apartments: Project was found to be in compliance with HOME regulations and requirements.

- South Beech Apartments (now Mosley Street Apartments): Project was found to be in compliance with HOME regulations and requirements.

- Mental Health Association (Pinecrest Place Senior Residences): Two minor condition issues were noted and resolved. Project was otherwise found to be in compliance with HOME Program regulations and requirements.

- Innes Station Apartments: Project was found to be in compliance with HOME regulations and requirements.

- Eaton Place Apartments: Project was found to be in compliance with HOME regulations and requirements.

- Mennonite Housing Country Acres: One compliance issue noted with the lease agreement, which has since been resolved.

- Harvester Apartments: Project was found to be in compliance with HOME regulations and requirements.

- Interfaith Villa North: Project was found to be in compliance with HOME regulations and requirements.

**B. Leveraging Resources**

A variety of funding sources were leveraged by City HOME funds for projects completed during the year and projects currently in process. Local lenders and agencies provided over $1,557,510 in first mortgage loans in order to facilitate home purchases assisted through the HOMEownership 80 program. Local Lenders and other organizations also provided over $768,183 in private construction financing in order to leverage CHDO single-family construction projects completed during the program year. Local non-profit CHDOs, lenders, and Habitat for Humanity provided $68,197 in additional down payment and closing costs assistance for HOMEownership 80 program clients through the Federal Home Loan Bank's Affordable Housing Program (AHP), and other initiatives.

The City's Neighborhood Revitalization Program continues to provide for a waiver of permit fees, water/sewer tap and plant equity fees for homes constructed or rehabilitated in the City's designated Neighborhood Revitalization Area. These fees were waived in connection with the construction of 13 HOME-assisted single-family homes in the designated area.

C. HOME Performance Measurements

Following is a summary of the goals, inputs, activities, outputs and outcomes for the City of Wichita's HOME Program.

| HOME Program Projects | |
|---|---|
| Goals | Increase property values and improve neighborhood stability through increased homeownership, preservation of homeownership, and construction/rehabilitation of housing in the City's targeted areas |
| Inputs | Actual HOME Program expenditures, including program income, totaled $1,930,085.55, for HOME Program staff, operating support funding for two Community Housing Development Organizations (CHDOs), four CHDO set-aside development contracts, one development contract with a non-profit organization, two development contracts with a CHDO, two development contracts with a for-profit organization, and a down payment assistance program. |
| Activities | HOME Program staff coordinates/oversees contracted housing development projects, administers the City's homeownership program, administers the homeowner rehabilitation program and monitors rental projects subject to long-term affordability periods. Activities include project inspections, applicant eligibility certification, preparation of construction specifications, and approval of loans |
| Outputs | 26 households became homeowners, two households were assisted in maintaining homeownership status (homeowner rehabilitation program), and 20 new homes were constructed with home development subsidies. |
| Outcomes | Increased homeownership in the City's targeted areas, stabilized neighborhoods through homeownership rehabilitation. |

# Annual Performance Report
HOME Program

**U.S. Department of Housing and Urban Development**
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/MI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

| Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: **HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410** | This report is for period (mm/dd/yyyy) Starting 10/1/2012 | Ending 09/30/2013 | Date Submitted (mm/dd/yyyy) 09/16/14 |
|---|---|---|---|

**Part I Participant Identification**

| 1. Participant Number | 2. Participant Name |
|---|---|
| MC-20-0204 | City of Wichita |

| 3. Name of Person completing this report | 4. Phone Number (Include Area Code) |
|---|---|
| Mary K. Vaughn, Director of Housing and Community Services | (316) 462-3795 |

| 5. Address | 6. City | 7. State | 8. Zip Code |
|---|---|---|---|
| 322 N. Riverview | Wichita | KS | 67203 |

**Part II Program Income**

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expected; and in block 4, enter the amount for Tenant-Based rental Assistance.

| 1. Balance on hand at Beginning of Reporting Period | 2. Amount received during Reporting Period | 3. Total amount expended during Reporting Period | 4. Amount expended for Tenant-Based Rental Assistance | 5. Balance on hand at end of Reporting Period (1+2-3)= 5 |
|---|---|---|---|---|
| $ 0.00 | $ 339,887.95 | $ 229,472.02 | $0.00 | $ 110,415.93 |

**Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)**

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

| | a. Total | Minority Business Enterprises (MBE) | | | | f. White Non-Hispanic |
|---|---|---|---|---|---|---|
| | | b. Alaskan Native or American Indian | c. Asian or Pacific Islander | d. Black Non-Hispanic | e. Hispanic | |
| A. Contracts 1. Number | 14 | | | 2 | | 12 |
| 2. Dollar Amount | $549,722 | | | 90,000 | | $459,122 |
| B. Sub-Contracts 1. Number | 102 | | | 0 | 0 | 102 |
| 2. Dollar Amount | $714,147 | 0.00 | 0.00 | 0.00 | 0.00 | $714,147 |

| | a. Total | b. Women Business Enterprises (WBE) | c. Male |
|---|---|---|---|
| C. Contracts 1. Number | 14 | 0 | 14 |
| 2. Dollar Amount | $549,722 | | $549,722 |
| D. Sub-Contracts 1. Number | 102 | | 102 |
| 2. Dollar Amounts | $714,147 | | $714,147 |

## Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

| | a. Total | Minority Property Owners | | | | f. White Non-Hispanic |
|---|---|---|---|---|---|---|
| | | b. Alaskan Native or American Indian | c. Asian or Pacific Islander | d. Black Non-Hispanic | e. Hispanic | |
| 1. Number | 0 | | | | | |
| 2. Dollar Amount | 0 | | | | | |

## Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

| | a. Number | b. Cost |
|---|---|---|
| 1. Parcels Acquired | 4 | $17.379.00 |
| 2. Businesses Displaced | 0 | 0 |
| 3. Nonprofit Organizations Displaced | 0 | 0 |
| 4. Households Temporarily Relocated, not Displaced | 0 | 0 |

| Households Displaced | a. Total | Minority Business Enterprises (MBE) | | | | f. White Non-Hispanic |
|---|---|---|---|---|---|---|
| | | b. Alaskan Native or American Indian | c. Asian or Pacific Islander | d. Black Non-Hispanic | e. Hispanic | |
| 5. Households Displaced - Number | 0 | | | | | |
| 6. Households Displaced - Cost | 0 | | | | | |

# HOME Match Report

**U.S. Department of Housing and Urban Development**
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
**Federal Fiscal Year 7/1/13 through 6/30/2014**

## Part I **Participant Identification**

| 1. Participant No. (assigned by HUD) | 2. Name of the Participating Jurisdiction | 3. Name of Contact (person completing this report) |
|---|---|---|
| MC-20-0204 | City of Wichita | Mary K. Vaughn, Director of Housing and Community Services |

| 5. Street Address of the Participation Jurisdiction | 4. Contact's Phone Number (include area code) |
|---|---|
| 332 N. Riverview (Housing and Community Services Department) | (316) 462-3795 |

| 6. City | 7. State | 8. Zip Code |
|---|---|---|
| Wichita | KS | 67203 |

## Part II **Fiscal Year Summary**

| | | |
|---|---|---|
| 1. Excess match from prior Federal fiscal year | $ 3,141,494.55 | |
| 2. Match contributed during current Federal fiscal year (see Part III.9.) | $ 404,368.00 | |
| 3. Total match available for current Federal fiscal year (line 1 + line 2) | | $ 3,545,862.55 |
| 4. Match liability for current Federal fiscal year. | | $ 202,056.74 |
| 5. Excess match carried over to next Federal fiscal year (line 3 minus line 4) | | $ 3,343,805.81 |

## Part II **Match Contribution for the Federal Fiscal Year**

| 1. Project No. or Other ID | 2. Date of Contribution (mm/dd/yyyy) | 3. Cash (non-Federal sources) | 4. Foregone Taxes, Fee, Charges | . Appraised Land / Real Property | 6. Required Infrastructure | 7. Site Preparation, Construction Materials, Donated labor | 8. Bond Financing | 9. Total Match |
|---|---|---|---|---|---|---|---|---|
| 2495 | 9/17/13 | 12,000 | 24,714 | | | | | 36,714 |
| 2483 | 9/27/13 | 5,000 | 4,787 | | | | | 9,787 |
| 2494 | 9/27/13 | 12,000 | 19,072 | | | | | 31,072 |
| 2538 | 10/8/13 | 12,000 | 23,786 | | | | | 35,786 |
| 2539 | 10/8/13 | 13,000 | 22,560 | | | | | 35,560 |
| 2542 | 11/7/13 | 13,000 | 21,102 | | | | | 34,102 |
| 2543 | 11/20/13 | 8,000 | 22,317 | | | | | 30,317 |
| 2489 | 12/4/13 | 4,000 | 4,876 | | | | | 8,876 |
| 2544 | 12/5/13 | 12,000 | 22,414 | | | | | 34,414 |
| 2488 | 3/31/14 | 2,697 | | | | | | 2,697 |
| 2557 | 3/19/14 | 14,800 | 9,607 | | | | | 24,407 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| 2532 | 5/30/14 | 7,500 | 4,788 | | | | | 12,288 |
| 2550 | 5/30/14 | 7,500 | 4,788 | | | | | 12,288 |
| 2496 | 1/17/14 | 5,500 | 4,859 | | | | | 10,359 |
| 2531 | 3/14/14 | 1,500 | 4,809 | | | | | 6,309 |
| 2493 | 1/17/14 | 5,500 | 1,161 | | | | | 6,661 |
| 2551 | 5/1/14 | 4,000 | 1,089 | | | | | 5,089 |
| 2558 | 4/1/14 | 12,400 | 8,364 | | | | | 20,764 |
| 2523 | 2/21/14 | 1,500 | 4,870 | | | | | 6,370 |
| 2562 | 5/20/14 | 5,000 | 24,490 | | | | | 29,490 |
| 2492 | 12/30/13 | 5,500 | 5,518 | | | | | 11,018 |
| | | | | | | | | |
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**Emergency Solutions Grant Program Narrative**

**1. Assessment of Relationship of ESG Funds to Goals and Objectives**

The City's Emergency Solutions Grant (ESG) program is part of the Wichita/Sedgwick County Continuum of Care, and provides funds to local agencies to help meet the needs of the homeless and near-homeless. During the reporting period the City continued to work with the local CoC to support a variety of homeless assistance programs. This local network of non-profit organizations provides a range of services, including:

| | | |
|---|---|---|
| Access to Mainstream Resources | Food | Permanent Supportive Housing |
| Emergency, short-term shelter | Case Management | Mental Health Assessments |
| Outreach and Referrals | Permanent Housing | Transitional Housing |

In 2013-2014, the City received ESG funds in the amount of $187,471. Based on recommendations from the Continuum of Care, the maximum amount of 60% of the award was allocated for homeless assistance activities. A total of $60,923 was allocated for homeless prevention ($15,232) and rapid re-housing ($45,696). The Homeless Information Management System (HMIS) was administered by United Way of the Plains, and received a total allocation of $383. The City's contracts with local agencies include requirements for direct services, matching funds, record keeping and HMIS reporting as required by HUD.

For additional information on how the City is accomplishing goals and objectives to assist homeless families including chronically homeless individuals see pages 11 and 12 of this report.

**2. Matching Resources**

All local homeless services agencies that contract with the City provide matching funds or in-kind services equal to their allocation.

**3. Activity and Beneficiary Data**

Catholic Charities – St. Anthony Family Shelter. During the 2013-2014 program year, this agency provided emergency shelter, food, advocacy, and support groups for 515 homeless individuals and family members. The City's ESG allocation of $21,000 supported the total program budget of $698,276.

Catholic Charities – Harbor House. During the 2013-2014 program year this agency provided emergency shelter, food, advocacy, a crisis line and support groups for 306 women and children

who were victims of domestic violence. The City's ESG allocation of $12,600 supported the total program budget of $965,668.

Inter-Faith Ministries – Inter-Faith Inn. During 2013-2014 program year this agency provided emergency shelter, food, clothing, and access to health care, job counseling and transportation services 306 homeless persons. The City's ESG allocation of $18,100 supported the total program budget of $250,000.

Salvation Army – Emergency Lodge. During the 2013-2014 program year this agency provided emergency shelter, food, advocacy, and support groups for 122 persons who were homeless. The City's ESG allocation of $21,000 supported the total program budget of $881,876.

United Methodist Open Door – Drop In Center. During the 2013-2014 program year this agency provided day services, a place to get in out of the weather, along with showers, a laundry facility, and advocacy services for 1,777 persons who were homeless. The City's ESG allocation of $29,400 supported the total program budget of $263,823.

YWCA Women's Crisis Center. During the 2013-2014 program year this agency provided emergency shelter, food, advocacy, and support groups for 183 persons who were victims of domestic violence. The City's ESG allocation of $10,000 supported the total program budget of $514,992.

Center of Hope. During the 2013-2014 program year, this agency provided homelessness prevention activities. Their allocation of $15,232 enabled them to prevent 74 families from becoming homeless by assisting with rent payments.

City of Wichita Rapid Re-housing. During the 2013-2014 program year the City administered a rapid re-housing program. Homeless service providers from across the Continuum of Care referred homeless families to the City for assistance with rent, security deposits, utilities and/or other eligible expenses. Utilizing an allocation of $60,923, 190 people were re-housed.

**4. Chronic Homelessness**

The City's Housing First program serves those who fit the original HUD definition of chronic homelessness, with a focus on homeless individuals. Details are presented on pages 11 and 12.

**5. Homeless Discharge Coordination**

Foster Care Discharge Protocol. The Kansas Department for Children and Families) has adopted a policy designed to prevent discharging homeless individuals from publicly funded institutions

or systems of care into homelessness or into HUD funded programs for the homeless. The policy was approved December 2006. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. Youth who leave the foster care system because they have reached the age of 18 are eligible to participate in Independent Living Services through the Chafee Foster Care Independence Program. This is a voluntary program and youth may choose not to participate. Prior to discharge and release at 18 years of age, youth receive information concerning transitional planning which includes information on housing, employment and educational services available to them through the Independent Living Program. Transition plans do not include direct discharge to homeless shelters. The Department for Children and Families has six Regional Independent Living Coordinators who help children in foster care transition into independent living.

Health Care Discharge Protocol

The Kansas Department on Aging follows state and federal regulations in relation to discharge planning however neither the state nor federal regulations address assurance that residents will be discharged into housing. The Kansas Department on Aging has agreed to be a member of the Kansas Interagency Council on Homelessness. The same applies to general health care facilities. They are bound by state and federal regulations but assurance that housing will be available is not in the regulations. The Kansas Hospital Association has been invited to join the Kansas Interagency Council on Homelessness, although a representative has not yet begun to attend the meetings.

Mental Health Discharge Protocol

Since 2006 the Kansas Department for Children and Families (DCF) contracts with local community mental health providers, and has adopted a formal policy that would prevent discharging homeless individuals from publicly funded institutions or systems of care into homelessness or into HUD funded programs for the homeless. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. Due to the restructuring of State of Kansas department responsibilities, the Mental Health Discharge Policies are now the purview of the Department for Aging and Disability Services (KDADS). The strategic plan to standardize discharge planning protocols among the three State Mental Health Hospitals has not yet been finalized. It is still under consideration by a key group of stakeholders.

Corrections Discharge Protocol

The Kansas Department of Corrections has a formal policy regarding release and discharge planning, with planning for all offenders beginning at 16 months pre-release, or upon admission if their length of incarceration is less than 16 months. Offenders are assessed for risk and need, and plans are developed for their return to the community. Specialized reentry and discharge planning staff are in all facilities working with offenders. Housing specialists in Topeka, Kansas City and Wichita support release and discharge planners in their effort to find suitable housing for offenders. Despite much progress, multiple barriers still exist in this area. Housing specialists and other homeless service providers continue to support the KDOC release and discharge planners in their efforts to find suitable housing for offenders. A recent WSC-CoC Quarterly Forum was dedicated to employment issues related to ex-offenders, with a focus on how to expunge certain felonies in order to alleviate one barrier so the ex-offender may be seen as a more feasible applicant when rejoining the workforce.

**Public Participation**

The City of Wichita Consolidated Annual Performance Evaluation Draft Report will be available for public review from August 18, 2014 until September 5, 2014 online and at the following locations:

City Hall

- City Council Office

Housing and Community Services Department

Wichita Public Library

- Central Library
- Lionel Alford
- Ford Rockwell
- Westlink

Neighborhood City Halls

- Atwater
- Evergreen
- Colvin

**Oral comments may be made at the public hearing to be held at 9:00 a.m. September 16, during the City Council meeting on the first floor of City Hall, 455 N. Main, Wichita, Kansas.** Anyone requiring an auxiliary aid or service for effective communication with City of Wichita personnel may contact the ADA coordinator in the Office of the City Manager no later than 48 hours before the scheduled event.

**Written comments may be submitted to City of Wichita, Housing and Community Services Department, 332 N. Riverview, Wichita, KS 67203, or via email to llank@wichita.gov.**

City of Wichita

City Council

September, 2014

Carl Brewer, Mayor

Jeff Blubaugh, District 4 and Vice Mayor

Lavonta Williams, District 1

Pete Meitzner, District 2

James Clendenin, District 3

Jeff Longwell, District 5

Janet Miller, District 6

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Sedgwick County Hazard Mitigation Plan (All Districts)

**INITIATED BY:** Wichita Fire Department and Department of Public Works & Utilities

**AGENDA:** New Business

---

**Recommendation:** Adopt the Sedgwick County Hazard Mitigation Plan.

**Background:** Sedgwick County Emergency Management developed and the City of Wichita adopted a Hazard Mitigation Plan on August 11, 2009. An updated plan has been developed by the County to comply with requirements of the federal Disaster Mitigation Act.

**Analysis:** Sedgwick County Emergency Management has prepared a revised Hazard Mitigation Plan for the County and the cities located in Sedgwick County. Adopting this plan makes the City eligible for future funding under numerous pre- and post-disaster grant programs administered by the Federal Emergency Management Agency (FEMA). The plan can be accessed online at the following address: http://sedgwickcounty.org/emermgmt/planning/mitigation_plan.pdf.

Sedgwick County Emergency Management staff will present an overview of the plan during the September 16, 2014 City Council meeting.

**Financial Considerations:** There are no costs associated with the recommended action. Adopting the Hazard Mitigation Plan will allow the City to be eligible for future grant funds through FEMA.

**Legal Considerations:** The Law Department has approved the adopting resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Hazard Mitigation Plan, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Resolution.

**Mitigation Plan Resolution**

RESOLUTION NO. 14-280

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS ADOPTING THE SEDGWICK COUNTY HAZARD MITIGATION PLAN

**Whereas**, the City of Wichita, Kansas ("City") is seeking FEMA approval of the Sedgwick County Hazard Mitigation Plan ("Mitigation Plan"), recognizing the threat that natural hazards pose to people and property within the community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, the U.S. Congress passed the Disaster Mitigation Act 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

**Whereas**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**Whereas**, an adopted Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas**, the City fully participated in the FEMA prescribed mitigation planning process to prepare this Mitigation Plan; and

**Whereas**, the Kansas Division of Emergency Management and the Federal Emergency Management Agency Region VII officials have reviewed the Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

**Whereas**, the City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Mitigation Plan; and

**Whereas**, adoption by the governing body for the City demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this Mitigation Plan; and

**Whereas**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

**Now, therefore, be it resolved by the governing body**, that the City adopts the Mitigation Plan as an official plan; and

**Be it further resolved**, the City will submit this Resolution to the Kansas Division of Emergency Management and Federal Emergency Management Agency Region VII official to enable the plan's final approval.

**PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THIS 16th DAY OF SEPTEMBER 2014**.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublet, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim City Attorney

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Water Line Improvements for Westfield, Westlink, South Arcadia Streets, and Westfield Court (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

---

**Recommendations:** Approve the bids.

**Background:** Westfield, Westlink, Arcadia Streets and Westfield Court, north of Maple and west of Tyler, are currently unserved by City water and are located adjacent to an area of groundwater contamination recently identified by the Kansas Department of Health and Environment (KDHE). Construction has recently been completed to install water lines within the contaminated area.

On August 19, 2014, the Council approved the petitions and design-build bidding process for the installation of waterlines along Westfield, Westlink, Arcadia Streets and Westfield Court.

**Analysis:** Bids were requested from the same six local contractors that were solicited for the recently completed water lines. Bids were submitted from Nowak Construction and Duling Construction. Duling construction was selected based on the lowest bid price.

**Financial Considerations:** The costs and budgets for both projects remain $250,000 (Westlink, Westfield, and Arcadia Streets) and $71,000 (Westfield Court) as previously approved. Both projects are funded by special assessments; the Westlink, Westfield, and Arcadia Streets project is also partially funded by the City through the Water Utility.

**Legal Considerations:** The Law Department reviewed and approved the petitions and resolutions as to form on July 18 and August 8, 2014.

**Recommendation/Actions:** It is recommended that the City Council accept the bids, approve the selection of Duling Construction, and authorize the necessary signatures.

**Attachments:** Bid tabs.

**WATER BIDS - August 27, 2014**

**Award Date:**

448-90639 (735510)

Project A - Water Distribution System to Serve Westfield, Westlink, Arcadia and Douglas Streets
Westfield Acres Addition, Westlink Heights Addition, Rolling Hills Country Club Estate Addition,
Little Matherly Addition, Earlines Addition, Daves Addition, and Berlin Addition

| | | | NOWAK CONSTRUCTION | | DULING CONSTRUCTION | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BID ITEMS | QUANTITY | | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| **LUMP SUM BID ITEMS** | | | | | | | | | | |
| Engineering Services | 1 | LS | $10,600.00 | 10,600.00 | 12,000.00 | 12,000.00 | | 0.00 | | 0.00 |
| Pavement Removed/Replaced | 1 | LS | $9,075.00 | 9,075.00 | 500.00 | 500.00 | | 0.00 | | 0.00 |
| Site Restoration | 1 | LS | $9,775.00 | 9,775.00 | 1,200.00 | 1,200.00 | | 0.00 | | 0.00 |
| **MEASURED QUANTITY BID ITEMS** | | | | | | | | | | |
| Pipe, WL 8" | 3,450 | lf | $63.47 | $218,971.50 | $48.00 | $165,600.00 | | $0.00 | | $0.00 |
| Pipe, WL 6" | 250 | lf | $60.08 | $15,020.00 | $45.00 | $11,250.00 | | $0.00 | | $0.00 |
| Fire Hydrant Assembly | 4 | ea | $3,600.00 | $14,400.00 | $4,200.00 | $16,800.00 | | $0.00 | | $0.00 |
| Valve Assembly, 8" | 1 | ea | $1,200.00 | $1,200.00 | $1,400.00 | $1,400.00 | | $0.00 | | $0.00 |
| Blow Off Assembly, 2" | 1 | ea | $1,000.00 | $1,000.00 | $950.00 | $950.00 | | $0.00 | | $0.00 |
| Concrete Encasement 8" Reinforced | 21 | lf | $100.00 | $2,100.00 | $10.00 | $210.00 | | $0.00 | | $0.00 |
| BMP, Silt Fence | 75 | lf | $4.03 | $302.25 | $2.00 | $150.00 | | $0.00 | | $0.00 |
| | | | | | | | | | | |
| **TOTAL BID ITEMS** | | | | $282,443.75 | | $210,060.00 | | $0.00 | | $0.00 |

**WATER BIDS - August 27, 2014**

**Award Date:**

448-90643 (735513)

Project B - Water Distribution System to Serve Westfield Court
Rolling Hills 3rd Addition

| BID ITEMS | QUANTITY | | NOWAK CONSTRUCTION | | DULING CONSTRUCTION | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| **LUMP SUM BID ITEMS** | | | | | | | | | | |
| Engineering Services | 1 | LS | $2,100.00 | $2,100.00 | $3,000.00 | $3,000.00 | | $0.00 | | $0.00 |
| Pavement Removed/Replaced | 1 | LS | $7,050.00 | $7,050.00 | $100.00 | $100.00 | | $0.00 | | $0.00 |
| Site Restoration | 1 | LS | $2,150.00 | $2,150.00 | $2,000.00 | $2,000.00 | | $0.00 | | $0.00 |
| **MEASURED QUANTITY BID ITEMS** | | | | | | | | | | |
| Pipe, WL 8" | 445 | lf | $64.45 | $28,680.25 | $70.00 | $31,150.00 | | $0.00 | | $0.00 |
| Pipe, WL 4" | 245 | lf | $60.00 | $14,700.00 | $55.00 | $13,475.00 | | $0.00 | | $0.00 |
| Fire Hydrant Assembly | 1 | ea | $3,900.00 | $3,900.00 | $4,500.00 | $4,500.00 | | $0.00 | | $0.00 |
| Blow Off Assembly, 2" | 1 | ea | $1,000.00 | $1,000.00 | $950.00 | $950.00 | | $0.00 | | $0.00 |
| BMP, Silt Fence | 15 | lf | $7.00 | $105.00 | $2.00 | $30.00 | | $0.00 | | $0.00 |
| | | | | | | | | | | |
| **TOTAL BID ITEMS** | | | | $59,685.25 | | $55,205.00 | | $0.00 | | $0.00 |

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO**: Mayor and City Council

**SUBJECT:** General Obligation Bond and Note Sales

**INITIATED BY:** Finance Department

**AGENDA:** New Business

---

**Recommendation:** Receive public comment; close the public hearing; approve the financing obligations described in the Notice of Public Hearing; accept the bids; adopt the Note Resolutions; adopt the Bond Ordinances; and adopt the Bond Resolutions.

**Background:** The City is offering for sale, three series of general obligation temporary notes in an aggregate principal amount of approximately $185,270,000 (Series 253 ($10,285,000), Series 268 ($80,550,000), and Series 270 ($94,435,000), collectively, the "Notes") to provide interim financing for capital improvement projects of the City; and four series of general obligation bonds in an aggregate principal amount of approximately $182,910,000 (Series 811 ($156,445,000), Series 813 ($8,090,000), Series 814 ($11,230,000), and Series 962 ($7,145,000) collectively, the "Bonds"), for the purpose of providing permanent financing for capital improvement projects of the City.

The Internal Revenue Code of 1986, as amended (the "Code") permits "tax-exempt" financing for certain exempt airport facilities, such as the improvements to the new Wichita Dwight D. Eisenhower National Airport terminal and related facilities, as well as Jabara Airfield. Proceeds of the Series 270 Notes and proceeds of future general obligation bonds and other available funds of the City will be utilized to finance these improvements. Prior to such issuance, the Code requires a public hearing be held with 14 days published notice. A notice of the September 16, 2014 public hearing was published in The Wichita Eagle on September 2, 2014 (the "Notice"). A similar public hearing was held on January 15, 2013 relating to past temporary note issues for these airport improvements. An additional hearing is now required for the Series 270 Notes and future bond issues.

**Analysis**: The proceeds from the sale of the Notes will be used to provide interim financing for City-at-large projects, Airport projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. Due to the nature of the TIF, facade and certain Airport improvements, interest on the Series 253 Notes is subject to Federal income taxation. Also, due to the nature of certain Airport improvements, interest on the Series 270 Notes is subject to Federal Alternative Minimum Tax.

The proceeds from the sale of the Series 811 Bonds will be used to permanently finance public improvement projects, the aquifer storage and recovery project and transit buses. The proceeds from the sale of the Series 813 Bonds will be used to permanently finance public improvements, TIF improvements and special assessment projects. Additionally, interest on the Series 813 Bonds is subject to Federal income taxation. The proceeds from the sale of the Series 814 Bonds will be used to permanently finance special assessment projects. The proceeds from the sale of the Series 962 Bonds will be used to permanently finance TIF improvements related to the WaterWalk project.

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

**Financial Considerations**: The Notes are subject to optional redemption on and after April 15, 2015 and will mature on October 15, 2015. The Notes will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources. The Series 811 Bonds will mature serially over 10, 19 and 20 years and a portion of the debt service will be paid from Water Utility revenues. The Series 813 Bonds will mature serially over 10, 13, 15 and 16 years and will be paid from TIF revenues and special assessments that are levied against benefited property. The Series 814 Bonds will mature serially over 15 and 20 years and will be paid from special assessments that are levied against benefited property. The Series 811, Series 813 and Series 814 Bonds maturing on and after June 1, 2024 are subject to optional redemption on June 1, 2023 and thereafter, at par. The Series 962 Bonds will mature over 10 years and will be paid from TIF revenues. The Series 962 Bonds maturing on and after June 1, 2023 are subject to optional redemption on June 1, 2022 and thereafter, at par.

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

**Recommendations/Actions:** It is recommended that the City Council: (1) receive public comment; (2) close the public hearing; (3) approve the financing obligations described in the Notice; (4) award the sale of each series of the Bonds and Notes to the best bidder for such series, subject to approval of the final sizing terms by the City Manager, his designee or the Director of Finance; (5) adopt the Bond Ordinances on a Declaration of Emergency basis; and (6) adopt the Bond and Note Resolutions.

**Attachments:**
Notice of Public Hearing
For each Bond series – Bond Ordinance, Bond Resolution and Declaration of Emergency
For each Note series – Note Resolution

**NOTICE OF PUBLIC HEARING**
**OF THE CITY OF WICHITA, KANSAS**

Public notice is hereby given that the Governing Body of the City of Wichita, Kansas (the "City"), will conduct a public hearing in connection with the proposed issuance by the City of general obligation bonds (the "Bonds") in accordance with K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City, for the municipal airport projects shown on ***Exhibit A*** attached hereto (the "Projects"). The City will undertake the financing plan for the Projects through the issuance of one or more series of tax-exempt temporary notes followed by the issuance of one or more series of Bonds upon completion of the Projects. Under the plan of finance, the aggregate amount of all obligations outstanding at any one time for the Projects is not expected to exceed $98,885,428, and all obligations are expected to be issued within 3 years of the date the first obligations are issued. Such hearing will be conducted on Tuesday, September 16, 2014, or at such later date as shall be established by the Governing Body during said meeting, at 9:00 A.M., or as soon thereafter as possible, at City Hall, 455 N. Main, Wichita, Kansas 67202. The maximum principal amount of Bonds to be issued for the Projects and the location of the Projects are set forth on ***Exhibit A***. The Projects will be owned by The Wichita Airport Authority and used for municipal airport purposes.

The public hearing will be open to the public. Residents of the City, and other interested members of the public are invited to attend the hearing and will have an opportunity to express their views with respect to the Projects and the issuance of Bonds.

Dated: September 2, 2014.

**CITY OF WICHITA, KANSAS**

By: /s/ Karen Sublett, City Clerk

## EXHIBIT A

**Projects:**

Jabara Airfield Pavement Rehabilitation - rehabilitation of airfield pavements and site improvements to accommodate pending and future tenant development (project #460051) located at 3512 N Webb Rd., Wichita, KS 67226

ACT 3 Terminal Building – construction of Mid-Continent Airport terminal building for commercial air passengers (project #455361) located at 2299 S Airport Rd., Wichita, KS 67209

| | |
|---|---|
| **Maximum Principal Amount of Bonds for Projects** | **$98,885,428** |

Gilmore & Bell, P.C.
09/10/2014

**REQUEST FOR DECLARATION OF EMERGENCY**

**REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.**

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, September 16, 2014, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 811, 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 811 Bonds occur on the same date bids are received and to enable the City to deliver the Series 811 Bonds authorized by said Ordinance on October 15, 2014.

It is, therefore, expedient at this time that the City Council finds and declares 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 September 16, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

**APPROVED AS TO FORM**:

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

JLN\600809.133\BASICDOCS SERIES 811 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

**EXCERPT OF MINUTES OF A MEETING**
**OF THE GOVERNING BODY OF**
**THE CITY OF WICHITA, KANSAS**
**HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 811, dated October 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 811 Original Purchaser], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

[_____] moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 811, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 811, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-[___]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

_____

Karen Sublett, City Clerk

***EXHIBIT A***
**BID TABULATION**

**CITY OF WICHITA, KANSAS**
**GENERAL OBLIGATION BONDS, SERIES 811**

Dated: October 1, 2014 | Sale Date: September 16, 2014
Good Faith Deposit: $3,128,900 | Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/10/2014

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**ORDINANCE NO. 49-830**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**SEPTEMBER 16, 2014**

---

**GENERAL OBLIGATION BONDS**
**SERIES 811**

---

JLN\600809.133\BASICDOCS SERIES 811 (09-10-14)

**ORDINANCE NO. 49-830**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 811, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

**WHEREAS,** pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $156,445,000* to be paid by the City at large and to be financed by the issuance of general obligation bonds of the City; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds of the City to pay all or a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

**Section 1. Definitions of Words and Terms**. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

**"Bond Resolution"** means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

**"Bonds"** means the City's General Obligation Bonds, Series 811, dated October 1, 2014, authorized by this Ordinance.

**"City"** means the City of Wichita, Kansas.

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

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

**"Improvements"** means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

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

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

**"Refunded Notes"** means collectively, that portion of the Series 258 Notes, Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

**"Series 258 Notes"** means the Issuer's General Obligation Renewal and Improvement Temporary Notes, Series 258, dated August 15, 2013.

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

**"State"** means the State of Kansas.

**"Substitute Improvements"** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 811, of the City in the principal amount of $156,445,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds**. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and

subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

**Section 5. Levy and Collection of Annual Tax.** The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

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

**Section 6. Further Authority.** The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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**PASSED** by the City Council of the City on September 16, 2014 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 September 16, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on September 19, 2014.

DATED: September 19, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON SEPTEMBER 19, 2014)

**SUMMARY OF ORDINANCE NO. 49-830**

On September 16, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 811, 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 811 Bonds approved by the Ordinance are being issued in the principal amount of $156,445,000*, to finance certain internal improvements for the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 16, 2014.

_____

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

JLN\600809.133\BASICDOCS SERIES 811 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

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**RESOLUTION NO. 14-276**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**GENERAL OBLIGATION BONDS**
**SERIES 811**

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**RESOLUTION NO. 14-276**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 811, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-[___] 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 Bonds, Series 811 (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, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

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

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

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

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

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**"Bond Registrar"** means the State Treasurer, and any successors and assigns.

**"Bond Resolution"** means this resolution relating to the Bonds.

**"Bonds"** means the General Obligation Bonds, Series 811, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**"Business Day"** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**"Cede & Co."** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**"City"** means the City of Wichita, Kansas.

**"Clerk"** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

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

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

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

**"Dated Date"** means October 1, 2014.

**"Debt Service Account"** means the Debt Service Account for General Obligation Bonds, Series 811 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

**"Disclosure Undertaking"** means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

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

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

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

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

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

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

**"Federal Tax Certificate"** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

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

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

**"Improvement Fund"** means the Improvement Fund for General Obligation Bonds, Series 811 created pursuant to ***Section 501*** hereof.

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

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 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:

[Series 811 Original Purchaser]
[Address]
[City, State] [Zip]
Fax: ]

(d) To the Rating Agency(ies):

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

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

or such other address as is furnished in writing to the other parties referenced herein.

**"Notice Representative"** means:

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

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

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

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

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

**"Ordinance"** means Ordinance No. 49-[___] 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 $[_____].

**"Purchaser**" means [Series 811 Original Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

**"Rating Agency"** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

**"Redemption Fund"** means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

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

**"Refunded Notes"** means collectively, that portion of the Series 258 Notes, Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**"Refunded Notes Redemption Date"** means October 15, 2014.

**"Refunded Notes Resolution"** means each resolution which authorized the Refunded Notes.

**"Replacement Bonds"** means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

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

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

**"Series 258 Notes"** means the Issuer's General Obligation Renewal and Improvement Temporary Notes, Series 258, dated August 15, 2013.

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

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

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

**"State"** means the state of Kansas.

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

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

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[ **"Term Bonds"** means the Bonds scheduled to mature in the year 2034.]

[ **"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[ **"2034 Term Bonds"** means the Bonds scheduled to mature in the year2034.]

[ **"Term Bonds"** means collectively, the ____ Term Bonds and the 2034 Term Bonds.]

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

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in

such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $156,445,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay Costs of Issuance.

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

**[SERIAL BONDS]**

| Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest | Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest |
|---|---|---|---|---|---|
| 2015 | $6,065,000 | | 2025 | $ 7,415,000 | |
| 2016 | 6,250,000 | | 2026 | 7,645,000 | |
| 2017 | 6,440,000 | | 2027 | 7,875,000 | |
| 2018 | 6,630,000 | | 2028 | 8,120,000 | |
| 2019 | 6,830,000 | | 2029 | 8,365,000 | |
| 2020 | 7,035,000 | | 2030 | 8,625,000 | |
| 2021 | 7,245,000 | | 2031 | 8,885,000 | |
| 2022 | 7,465,000 | | 2032 | 9,160,000 | |
| 2023 | 7,690,000 | | 2033 | 9,445,000 | |
| 2024 | 7,915,000 | | 2034 | 11,345,000 | |

**[TERM BONDS**

| Stated Maturity June 1 | Principal Amount | Annual Rate of Interest |
|---|---|---|
| 2034 | $_____ | _____%] |

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 September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

## REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | * |

*Final Maturity

[(b) *2034 Term Bonds*.] The 2034 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2034 Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | 2034* |

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption.]

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such

mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

## SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the

principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Improvement Fund for General Obligation Bonds, Series 811.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Bonds, Series 811 (within the Bond and Interest Fund).

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

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest [and premium] received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary, taking into account other available Issuer funds to retire the Refunded Notes, shall be deposited into the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

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

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

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

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

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby

shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

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

## ARTICLE VII

## DEFEASANCE

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

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution

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

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

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

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to

the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

**Section 1005. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1008. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF BONDS)**

**REGISTERED NUMBER __** | **REGISTERED $**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**GENERAL OBLIGATION BOND**
**SERIES 811**

| Interest Rate: | Maturity Date: | Dated Date: October 1, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 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 Bonds, Series 811, 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: 0709-087-100114-[___]

---

**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 811," aggregating the principal amount of $156,445,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-685 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

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

***Optional Redemption.*** At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2034, shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

***Redemption Denominations***. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each

minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

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

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

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

due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

---

## LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

---

## BOND ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

## CERTIFICATE OF CLERK

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of October 1, 2014.

WITNESS my hand and official seal.

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

## CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION BONDS, SERIES 811
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | | CHARGEABLE TO CITY AT LARGE |
|---|---|---|---|---|---|
| | | | **ARTERIAL IMPROVEMENTS** | | |
| 1 | 205401 | 706935 | 47th St. S. Meridian-Seneca | $ | 62,804.00 |
| 2 | 208443 | 706977 | 37th Street North, Tyler to Maize | | 24,802.00 |
| 3 | 208453 | 706988 | 119th W, Pawnee-Kellogg | | 221,716.00 |
| 4 | 208458 | 706993 | Oliver, Harry-Kellogg | | 370,926.00 |
| 5 | 208460 | 706995 | West St. Maple-Central | | 520,637.00 |
| 6 | 209475 | 707010 | Greenwich, Harry-Kellogg | | 309,222.00 |
| 7 | 209476 | 707011 | 119th Kellogg-Maple | | 372,926.00 |
| 8 | 210486 | 707021 | 135th W 13th-21st | | 1,799,927.00 |
| 9 | 210493 | 707028 | Tyler Road 21st to 29th Street North | | 78,406.00 |
| 10 | 211505 | 707050 | Pavement Condition Survey, Assessment Inventory | | 184,913.00 |
| | | | **SUBTOTAL ARTERIALS** | | **3,946,279.00** |
| | | | **PARK IMPROVEMENTS** | | |
| 1 | 397238 | 785161 | Botanica Expansion | $ | 1,386,497.00 |
| 2 | 440154 | 785995 | Golf CIP Improvements | | 302,581.00 |
| | | | **SUBTOTAL PARK IMPROVEMENTS** | | **1,689,078.00** |
| | | | **PUBLIC IMPROVEMENTS** | | |
| 1 | 435468 | 792558 | WaterWalk Hotel Development | $ | 2,566,400.00 |
| | | | **SUBTOTAL PUBLIC IMPROVEMENTS** | | **2,566,400.00** |
| | | | **TRANSIT IMPROVEMENTS** | | |
| 1 | 618001 | 629586 | Bus Wash | $ | 37,216.00 |
| 2 | 716004 | 716109 | Buses | | 814,199.00 |
| | | | **SUBTOTAL TRANSIT IMPROVEMENTS** | | **851,415.00** |
| | | | **WATER IMPROVEMENTS** | | |
| 1 | 757549 | 633800 | W-549 Equus Beds ASR, Phase II | $ | 147,391,828.00 |
| | | | **SUBTOTAL WATER IMPROVEMENTS** | | **147,391,828.00** |
| | | | **TOTAL BONDS, SERIES 811** | **$** | **156,445,000.00** |

Gilmore & Bell, P.C.
09/02/2014

**REQUEST FOR DECLARATION OF EMERGENCY**

**REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.**

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, September 16, 2014, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, 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 813 Bonds occur on the same date bids are received and to enable the City to deliver the Series 813 Bonds authorized by said Ordinance on October 15, 2014.

It is, therefore, expedient at this time that the City Council finds and declares 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 September 16, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

**APPROVED AS TO FORM**:

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

JLN\600809.135\BASICDOCS SERIES 813 (09-02-14)

Gilmore & Bell, P.C.
09/02/2014

**EXCERPT OF MINUTES OF A MEETING**
**OF THE GOVERNING BODY OF**
**THE CITY OF WICHITA, KANSAS**
**HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Taxable General Obligation Bonds, Series 813, dated October 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 813 Original Purchaser], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

[_____] moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-[___]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.135\BASICDOCS SERIES 813

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**CITY OF WICHITA, KANSAS**
**TAXABLE GENERAL OBLIGATION BONDS, SERIES 813**

Dated: October 1, 2014 | Sale Date: September 16, 2014
Good Faith Deposit: $161,800 | Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/02/2014

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# ORDINANCE NO. 49-831

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**SEPTEMBER 16, 2014**

---

**TAXABLE GENERAL OBLIGATION BONDS**
**SERIES 813**

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JLN\600809.135\BASICDOCS SERIES 813 (09-02-14)

**ORDINANCE NO. 49-831**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

**WHEREAS,** pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $8,090,000* to be paid by the City at large and to be financed by the issuance of Taxable General Obligation Bonds of the City; and

**WHEREAS**, the Governing Body is authorized by law to issue Taxable General Obligation Bonds of the City to pay all or a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

**Section 1. Definitions of Words and Terms**. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

**"Bond Resolution"** means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

**"Bonds"** means the City's Taxable General Obligation Bonds, Series 813, dated October 1, 2014, authorized by this Ordinance.

**"City"** means the City of Wichita, Kansas.

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

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

**"Improvements"** means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

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

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

**"Refunded Notes"** means collectively, that portion of the Series 249 Notes, Series 251 Notes, Series 260 Notes and Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

**"Series 249 Notes"** means the Issuer's Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013.

**"Series 251 Notes"** means the Issuer's Taxable General Obligation Temporary Notes, Series 251, dated February 11, 2014.

**"Series 260 Notes"** means the General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the General Obligation Temporary Notes, Series 264, dated February 11, 2014.

**"State"** means the State of Kansas.

**"Substitute Improvements"** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 813, of the City in the principal amount of $8,090,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds**. The Bonds shall be general obligations of the City payable as to both principal and interest, in part from special assessments levied upon the property benefited by

the construction of the Improvements, in part from incremental property tax revenues derived in certain tax increment financing districts within the City 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.

**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 September 16, 2014 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 September 16, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on September 19, 2014.

DATED: September 19, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON SEPTEMBER 19, 2014)

**SUMMARY OF ORDINANCE NO. 49-831**

On September 16, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, 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 813 Bonds approved by the Ordinance are being issued in the principal amount of $8,090,000*, to finance certain internal improvements for the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 16, 2014.

_____

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

JLN\600809.135\BASICDOCS SERIES 813 (09-02-14)

Gilmore & Bell, P.C.
09/02/2014

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**RESOLUTION NO. 14-277**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**TAXABLE GENERAL OBLIGATION BONDS**
**SERIES 813**

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JLN\600809.135\BASICDOCS SERIES 813 (09-02-14)

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**RESOLUTION NO. 14-277**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 813, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-[___] 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 Taxable General Obligation Bonds, Series 813 (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, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

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

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

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

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

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**"Bond Registrar"** means the State Treasurer, and any successors and assigns.

**"Bond Resolution"** means this resolution relating to the Bonds.

**"Bonds"** means the Taxable General Obligation Bonds, Series 813, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**"Business Day"** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**"Cede & Co."** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**"City"** means the City of Wichita, Kansas.

**"Clerk"** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

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

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

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

**"Dated Date"** means October 1, 2014.

**"Debt Service Account"** means the Debt Service Account for Taxable General Obligation Bonds, Series 813 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

**"Disclosure Undertaking"** means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

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

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

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

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

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

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

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

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

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

**"Improvement Fund"** means the Improvement Fund for Taxable General Obligation Bonds, Series 813 created pursuant to ***Section 501*** hereof.

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

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 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:

[Series 813 Original Purchaser]
[Address]
[City, State] [Zip]
Fax: ]

(d) To the Rating Agency(ies):

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

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

or such other address as is furnished in writing to the other parties referenced herein.

**"Notice Representative"** means:

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

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

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

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

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

**"Ordinance"** means Ordinance No. 49-[___] 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 $[_____].

**"Purchaser**" means [Series 813 Original Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

**"Rating Agency"** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

**"Redemption Fund"** means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

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

**"Refunded Notes"** means collectively, that portion of the Series 249 Notes, Series 251 Notes, Series 260 Notes and Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**"Refunded Notes Redemption Date"** means October 15, 2014.

**"Refunded Notes Resolution"** means each resolution which authorized the Refunded Notes.

**"Replacement Bonds"** means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

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

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

**"Series 249 Notes"** means the Issuer's Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013.

**"Series 251 Notes"** means the Issuer's Taxable General Obligation Temporary Notes, Series 251, dated February 11, 2014.

**"Series 260 Notes"** means the General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the General Obligation Temporary Notes, Series 264, dated February 11, 2014.

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

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

**"State"** means the state of Kansas.

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

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

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[ **"Term Bonds"** means the Bonds scheduled to mature in the year 2030.]

[ **"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[ **"2030 Term Bonds"** means the Bonds scheduled to mature in the year 2030.]

[ **"Term Bonds"** means collectively, the ____ Term Bonds and the 2030 Term Bonds.]

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

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

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

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $8,090,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay Costs of Issuance.

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

**[SERIAL BONDS]**

| Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest | Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest |
|---|---|---|---|---|---|
| 2015 | $375,000 | | 2023 | $640,000 | |
| 2016 | 430,000 | | 2024 | 675,000 | |
| 2017 | 460,000 | | 2025 | 575,000 | |
| 2018 | 485,000 | | 2026 | 605,000 | |
| 2019 | 515,000 | | 2027 | 635,000 | |
| 2020 | 545,000 | | 2028 | 315,000 | |
| 2021 | 570,000 | | 2029 | 340,000 | |
| 2022 | 605,000 | | 2030 | 320,000 | |

**[TERM BONDS**

| Stated Maturity June 1 | Principal Amount | Annual Rate of Interest |
|---|---|---|
| 2030 | $_____ | _____%] |

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 September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

## REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | * |

*Final Maturity

[(b) *2030 Term Bonds*.] The 2030 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2030 Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | 2030* |

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption.]

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities,

Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there

shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

## ARTICLE IV

## SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest, in part from special assessments levied upon the property benefited by the construction of the Improvements, in part from incremental property tax revenues derived in certain tax increment financing districts within the Issuer and,, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting

the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Improvement Fund for Taxable General Obligation Bonds, Series 813.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for Taxable General Obligation Bonds, Series 813 (within the Bond and Interest Fund).

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

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest [and premium] received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary, taking into account other available Issuer funds to retire the Refunded Notes, shall be deposited into the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore

approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; and (c) paying Costs of Issuance.

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners

of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

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

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

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

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

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

## ARTICLE VII

## DEFEASANCE

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

behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

## CONTINUING DISCLOSURE REQUIREMENTS

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

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

## ARTICLE IX

## MISCELLANEOUS PROVISIONS

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

**Section 902. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any

respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

**Section 903. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing

appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF BONDS)**

**REGISTERED NUMBER __** | **REGISTERED $**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**TAXABLE GENERAL OBLIGATION BOND**
**SERIES 813**

| Interest Rate: | Maturity Date: | Dated Date: October 1, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 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 Taxable General Obligation Bonds, Series 813, 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: 0709-087-100114-[___]

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**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "Taxable General Obligation Bonds, Series 813," aggregating the principal amount of $8,090,000* (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, particularly Article 12, Section 5 thereof, and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The 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 the Improvements (as said term is described in the Bond Resolution), in part from incremental property tax revenues derived in certain tax increment financing districts within the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

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

***Optional Redemption.*** At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2030, shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption

schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

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

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

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

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

---

## LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

---

## BOND ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of October 1, 2014.

WITNESS my hand and official seal.

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

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION BONDS, SERIES 813
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | CHARGEABLE TO CITY AT LARGE |
|---|---|---|---|---|
| | | | **PUBLIC IMPROVEMENTS** | |
| 1 | 435425 | 792494 | Douglas and Hillside Redevelopment | $ 3,685,000.00 |
| 2 | 435472 | 792574 | Douglas Place Development | 3,943,300.00 |
| | | | **SUBTOTAL PUBLIC IMPROVEMENTS** | **7,628,300.00** |
| | | | **PAVING IMPROVEMENTS** | |
| 1 | 490287 | 766269 | Berkeley Square Parkway | $ 178,540.00 |
| 2 | 490292 | 766274 | Berkeley Square L & L | 136,000.00 |
| 3 | 490293 | 766275 | Greenwich Office Park L & L | 76,200.00 |
| | | | **SUBTOTAL PAVING IMPROVEMENTS** | **390,740.00** |
| | | | **FAÇADE IMPROVEMENTS** | |
| 1 | 491044 | 766044 | Façade 915 W Douglas | $ 70,960.00 |
| | | | **SUBTOTAL FAÇADE IMPROVEMENTS** | **70,960.00** |
| | | | **TOTAL BONDS, SERIES 813** | **$ 8,090,000.00** |

Gilmore & Bell, P.C.
09/10/2014

**REQUEST FOR DECLARATION OF EMERGENCY**

**REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.**

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, September 16, 2014, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 814, 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 814 Bonds occur on the same date bids are received and to enable the City to deliver the Series 814 Bonds authorized by said Ordinance on October 15, 2014.

It is, therefore, expedient at this time that the City Council finds and declares 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 September 16, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

**APPROVED AS TO FORM**:

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

JLN\600809.133\BASICDOCS SERIES 814 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

**EXCERPT OF MINUTES OF A MEETING**
**OF THE GOVERNING BODY OF**
**THE CITY OF WICHITA, KANSAS**
**HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 814, dated October 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 814 Original Purchaser], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

[_____] moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 814, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 814, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-[___]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.133\BASICDOCS SERIES 814

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**CITY OF WICHITA, KANSAS**
**GENERAL OBLIGATION BONDS, SERIES 814**

Dated: October 1, 2014 | Sale Date: September 16, 2014
Good Faith Deposit: $224,600 | Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/10/2014

---

# ORDINANCE NO. 49-832

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**SEPTEMBER 16, 2014**

---

**GENERAL OBLIGATION BONDS**
**SERIES 814**

---

JLN\600809.133\BASICDOCS SERIES 814 (09-10-14)

**ORDINANCE NO. 49-832**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 814, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

**WHEREAS,** pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $11,230,000* to be paid by the City at large and to be financed by the issuance of general obligation bonds of the City; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds of the City to pay all or a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

**Section 1. Definitions of Words and Terms**. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 12-6a01 *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 prescribing the terms and details of the Bonds and making covenants with respect thereto.

**"Bonds"** means the City's General Obligation Bonds, Series 814, dated October 1, 2014, authorized by this Ordinance.

**"City"** means the City of Wichita, Kansas.

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

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

**"Improvements"** means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

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

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

**"Refunded Notes"** means collectively, that portion of the Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

**"State"** means the State of Kansas.

**"Substitute Improvements"** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 814, of the City in the principal amount of $11,230,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds**. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the 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.

**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 September 16, 2014 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 September 16, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on September 19, 2014.

DATED: September 19, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON SEPTEMBER 19, 2014)

**SUMMARY OF ORDINANCE NO. 49-832**

On September 16, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 814, 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 814 Bonds approved by the Ordinance are being issued in the principal amount of $11,230,000*, to finance certain internal improvements for the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 16, 2014.

_____

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

JLN\600809.133\BASICDOCS SERIES 814 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

---

**RESOLUTION NO. 14-278**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**GENERAL OBLIGATION BONDS**
**SERIES 814**

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JLN\600809.133\BASICDOCS SERIES 814 (09-10-14)

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*EXHIBIT A* – FORM OF BONDS ..... A-1

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**RESOLUTION NO. 14-278**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 814, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-[___] 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 Bonds, Series 814 (the "Bonds"); and

**WHEREAS**, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

## ARTICLE I

## DEFINITIONS

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

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 12-6a01 *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 Bonds, Series 814, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**"Business Day"** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**"Cede & Co."** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**"City"** means the City of Wichita, Kansas.

**"Clerk"** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

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

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

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

**"Dated Date"** means October 1, 2014.

**"Debt Service Account"** means the Debt Service Account for General Obligation Bonds, Series 814 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

**"Disclosure Undertaking"** means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

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

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

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

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

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

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

**"Federal Tax Certificate"** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

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

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

**"Improvement Fund"** means the Improvement Fund for General Obligation Bonds, Series 814 created pursuant to ***Section 501*** hereof.

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

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 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:

[Series 814 Original Purchaser]
[Address]
[City, State] [Zip]
Fax: ]

(d) To the Rating Agency(ies):

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

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

or such other address as is furnished in writing to the other parties referenced herein.

**"Notice Representative"** means:

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

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

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

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

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

**"Ordinance"** means Ordinance No. 49-[___] 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 $[_____].

**"Purchaser**" means [Series 814 Original Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

**"Rating Agency"** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

**"Redemption Fund"** means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

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

**"Refunded Notes"** means collectively, that portion of the Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**"Refunded Notes Redemption Date"** means October 15, 2014.

**"Refunded Notes Resolution"** means each resolution which authorized the Refunded Notes.

**"Replacement Bonds"** means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

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

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

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

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

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

**"State"** means the state of Kansas.

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

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

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[ **"Term Bonds"** means the Bonds scheduled to mature in the year 2034.]

[ **"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[ **"2034 Term Bonds"** means the Bonds scheduled to mature in the year2034.]

[ **"Term Bonds"** means collectively, the ____ Term Bonds and the 2034 Term Bonds.]

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

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

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $11,230,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay Costs of Issuance.

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

**[SERIAL BONDS]**

| Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest | Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest |
|---|---|---|---|---|---|
| 2015 | $550,000 | | 2025 | $715,000 | |
| 2016 | 565,000 | | 2026 | 730,000 | |
| 2017 | 580,000 | | 2027 | 750,000 | |
| 2018 | 595,000 | | 2028 | 775,000 | |
| 2019 | 610,000 | | 2029 | 790,000 | |
| 2020 | 625,000 | | 2030 | 240,000 | |
| 2021 | 640,000 | | 2031 | 250,000 | |
| 2022 | 660,000 | | 2032 | 255,000 | |
| 2023 | 675,000 | | 2033 | 265,000 | |
| 2024 | 690,000 | | 2034 | 270,000 | |

**[TERM BONDS**

| Stated Maturity June 1 | Principal Amount | Annual Rate of Interest |
|---|---|---|
| 2034 | $_____ | _____%] |

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 September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the

Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

## ARTICLE III

## REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | * |

*Final Maturity

[(b) *2034 Term Bonds*.] The 2034 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2034 Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | 2034* |

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired;

or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption.]

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar

on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

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

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

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

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

## ARTICLE IV

## SECURITY FOR BONDS

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

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of

the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Improvement Fund for General Obligation Bonds, Series 814.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Bonds, Series 814 (within the Bond and Interest Fund).

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

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest [and premium received] from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary, taking into account other available Issuer funds to retire the Refunded Notes, shall be deposited into the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

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

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

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

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

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

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

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and

right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

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

## ARTICLE VII

## DEFEASANCE

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

or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution

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

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

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

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to

the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

**Section 1005. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1008. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF BONDS)**

**REGISTERED NUMBER __** | **REGISTERED $**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**GENERAL OBLIGATION BOND**
**SERIES 814**

| Interest Rate: | Maturity Date: | Dated Date: October 1, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 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 Bonds, Series 814, 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: 0709-087-100114-[___]

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**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 814," aggregating the principal amount of $11,230,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq*., and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Bond Resolution) and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

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

***Optional Redemption.*** At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2034, shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

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

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

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

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

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

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## 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)

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## 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 _____

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**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 October 1, 2014.

WITNESS my hand and official seal.

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

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION BONDS, SERIES 814
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | | CHARGEABLE TO CITY AT LARGE |
|---|---|---|---|---|---|
| | | | **PAVING IMPROVEMENTS** | | |
| 1 | 490184 | 766166 | Victor Street | $ | 844,180.00 |
| 2 | 490195 | 766177 | 21st/Founders Circle | | 28,045.00 |
| 3 | 490196 | 766178 | 21st Turn Lanes Hawthorne | | 39,310.00 |
| 4 | 490197 | 766179 | 21st Turn Reed's Comm | | 46,692.00 |
| 5 | 490201 | 766183 | 21st Right Turn Lane @ Krug S | | 41,630.00 |
| 6 | 490205 | 766187 | Yosemite St Phase 2 | | 127,900.00 |
| 7 | 490250 | 766232 | 21st St Right Turn Lane | | 164,500.00 |
| 8 | 490273 | 766255 | Alley Cleveland/Indiana 1st/2nd | | 86,300.00 |
| 9 | 490277 | 766259 | N-S Alley, Kellogg-Lewis | | 50,467.00 |
| 10 | 490282 | 766264 | Graystone | | 436,078.00 |
| 11 | 490285 | 766267 | Weston | | 240,200.00 |
| 12 | 490286 | 766268 | 127th St. Court East | | 151,160.00 |
| 13 | 490288 | 766270 | Wheatland | | 515,930.00 |
| 14 | 490289 | 766271 | Camden Chase | | 207,760.00 |
| 15 | 490291 | 766273 | Boxthorn | | 103,930.00 |
| 16 | 490294 | 766276 | Krug S Add. Burning Tree Ct | | 202,800.00 |
| 17 | 490295 | 766277 | Towne East Mall Dr Rckwd 3rd | | 65,100.00 |
| 18 | 490296 | 766278 | Lighting 1400bl N. Willow LN | | 14,094.00 |
| 19 | 490298 | 766281 | Woodridge 27th St. N. Woods N 3 | | 391,500.00 |
| 20 | 490299 | 766282 | 127th E Woods Add Ph2 | | 201,737.00 |
| 21 | 490302 | 766280 | Wooddale St Krug S Addn | | 142,600.00 |
| 22 | 490303 | 733285 | 21st St N Drive approach | | 21,100.00 |
| 23 | 490304 | 766286 | Shoreline: Emerald Bay Est 2nd | | 100,500.00 |
| 24 | 490309 | 766291 | Shoreline: Emerald Bay 23-30 | | 94,100.00 |
| | | | **SUBTOTAL PAVING IMPROVEMENTS** | | **4,317,613.00** |
| | | | **SANITARY SEWER IMPROVEMENTS** | | |
| 1 | 480014 | 744322 | Lateral 173, WIS | $ | 108,100.00 |
| 2 | 480015 | 744323 | Lateral 174, WIS | | 22,600.00 |
| 3 | 480016 | 744324 | Lateral 22, Main 7, NWI | | 48,360.00 |
| 4 | 480018 | 744326 | Lateral 10, Main 14, FMC | | 25,400.00 |
| 5 | 480021 | 744329 | Lateral 9, NWI | | 106,572.00 |
| 6 | 480022 | 744330 | Lateral 538, Pearson Farms 3rd | | 17,200.00 |
| 7 | 480023 | 744331 | Lateral 4 4Mile Creek SS | | 141,800.00 |
| 8 | 480024 | 744332 | Lateral 155 3401 N Fairview | | 13,000.00 |
| 9 | 480027 | 744335 | Lateral 8 Main 14 Krug South | | 122,892.00 |
| 10 | 480028 | 744336 | Lat 13 Main 16 Glenview Add | | 62,438.00 |
| 11 | 480029 | 744337 | Lat 429 Woods North 3rd | | 99,596.00 |
| 12 | 480030 | 744338 | Lat 169 War Indust | | 17,300.00 |
| 13 | 480031 | 744339 | Lat 171 SS #22 | | 29,000.00 |
| 14 | 480032 | 744340 | Lat 59 Main 24 SWI | | 101,800.00 |
| 15 | 480034 | 744342 | Lat 11 Main Krug South Addn | | 14,800.00 |

| | | | | | |
|---|---|---|---|---|---|
| 16 | 480035 | 744343 | Lat12 M14 FMC Lakeside Acres1st | | 42,400.00 |
| 17 | 480036 | 744344 | Lat3 M23 Emerald Bay 2nd | | 299,800.00 |
| | | | **SUBTOTAL SANTINARY SEWER IMPROVEMENTS** | | **1,273,058.00** |
| | | | **STORM SEWER IMPROVEMENTS** | | |
| 1 | 485354 | 751463 | SWD 332 | $ | 972,697.00 |
| 2 | 485380 | 751489 | SWD 361 | | 659,600.00 |
| 3 | 485388 | 751497 | SWD 369 | | 523,090.00 |
| 4 | 453390 | 751499 | SWD 231 Repair & Upgrade | | 105,847.00 |
| 5 | 485391 | 751500 | SWD 662 | | 412,000.00 |
| 6 | 485392 | 751501 | SWD 378 | $ | 104,481.00 |
| 7 | 485395 | 751504 | SWD 661 | | 215,700.00 |
| 8 | 485396 | 751505 | SWD 629 | | 68,300.00 |
| 9 | 485397 | 751506 | SWD 384 Sierra Hills 2nd Add | | 475,200.00 |
| 10 | 485399 | 751508 | SWS 667 Krug S Add Ph 3 | | 148,992.00 |
| 11 | 485400 | 751509 | SWS 663 Glenview Add | | 42,000.00 |
| 12 | 485401 | 751510 | SWD 379 Kiser W 2nd Add | | 148,600.00 |
| 13 | 485402 | 751511 | SWS #321 Krug S Ph 2 | | 158,300.00 |
| 14 | 485403 | 751512 | SWS #381 Remington Place Addn | | 546,600.00 |
| 15 | 485404 | 751513 | SWD #382 Emerald Bay Estates 2nd | | 160,700.00 |
| | | | **SUBTOTAL STORM SEWER IMPROVEMENTS** | | **4,742,107.00** |
| | | | **WATER IMPROVEMENTS** | | |
| 1 | 470134 | 735461 | Greenwich Business Center | $ | 67,600.00 |
| 2 | 470136 | 735463 | Hampton Square 2nd | | 49,790.00 |
| 3 | 470138 | 735465 | Reeds Cove Med Campus | | 49,700.00 |
| 4 | 470141 | 735468 | Fox Ridge | | 74,820.00 |
| 5 | 470142 | 735469 | Greenwich Business Center | | 34,300.00 |
| 6 | 470143 | 735470 | East Lynne | | 77,900.00 |
| 7 | 470144 | 735471 | WDS S Maple/E Julia | | 28,400.00 |
| 8 | 470145 | 735472 | WDS Krug S Add Phase II | | 53,400.00 |
| 9 | 470146 | 735473 | WDS Krug Pearson Farms 3rd Add | | 17,400.00 |
| 10 | 470147 | 735474 | WDS Sierra Hills 2nd Addition | | 67,600.00 |
| 11 | 470149 | 735474 | WDS Krug South Add Ph 3 | | 49,000.00 |
| 12 | 470150 | 735477 | WDS Glenview Add Ph 3 | | 27,375.00 |
| 13 | 470151 | 435478 | WDS Woods North 3rd | | 67,504.00 |
| 14 | 470152 | 735479 | WDS Stoney Pointe Add | | 51,800.00 |
| 15 | 470153 | 735480 | WDS Greenwich Bus Cnt Addn Ph2 | | 84,800.00 |
| 16 | 470154 | 735481 | WDS Remington Place Addn | | 60,700.00 |
| 17 | 470155 | 735482 | WDS 90453 Emerald Bay Esta 2nd | | 39,200.00 |
| | | | **SUBTOTAL WATER IMPROVEMENTS** | | **901,289.00** |
| | | | **SUBTOTAL BONDS, SERIES 814** | | **11,234,067.00** |
| | | | **ROUNDING AMOUNT** | | **(4,067.00)** |
| | | | **TOTAL BONDS, SERIES 814** | **$** | **11,230,000.00** |

Gilmore & Bell, P.C.
09/10/2014

**REQUEST FOR DECLARATION OF EMERGENCY**

**REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE AS DESIGNATED BELOW.**

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, September 16, 2014, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, 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 962 Bonds occur on the same date bids are received and to enable the City to deliver the Series 962 Bonds authorized by said Ordinance on October 15, 2014.

It is, therefore, expedient at this time that the City Council finds and declares 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 September 16, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

**APPROVED AS TO FORM**:

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

JLN\600809.137\BASICDOCS SERIES 962 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Tax Increment Financing Bonds, Series 962, dated October 1, 2014, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 962 Original Purchaser], [City, State], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

[_____] moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale and to pass an ordinance and adopt a resolution captioned as follows:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND**

**AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 49-[___]; (b) said Resolution duly adopted and numbered Resolution No. 14-[___]; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600809.137\BASICDOCS SERIES 962

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**CITY OF WICHITA, KANSAS**
**GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962**

Dated: October 1, 2014 | Sale Date: September 16, 2014
Good Faith Deposit: $142,900 | Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/10/2014

---

# ORDINANCE NO. 49-833

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**SEPTEMBER 16, 2014**

---

**GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS**
**SERIES 962**

---

JLN\600809.137\BASICDOCS SERIES 962 (09-10-14)

**ORDINANCE NO. 49-833**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

**WHEREAS,** pursuant to the provisions of the laws of the State applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the City has caused certain capital improvements, all as more fully listed on ***Schedule I*** to the hereinafter defined Bond Resolution (collectively the "Improvements") to be made; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said ***Schedule I***, leaves a balance of at least $7,145,000* to be paid by the City at large and to be financed by the issuance of General Obligation Tax Increment Financing Bonds of the City; and

**WHEREAS**, the Governing Body is authorized by law to issue General Obligation Tax Increment Financing Bonds of the City to pay all or a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

**Section 1. Definitions of Words and Terms**. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

**"Bond Resolution"** means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

**"Bonds"** means the City's General Obligation Tax Increment Financing Bonds, Series 962, dated October 1, 2014, authorized by this Ordinance.

**"City"** means the City of Wichita, Kansas.

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

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

**"Improvements"** means the improvements described in ***Schedule I*** to the Bond Resolution and any Substitute Improvements.

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

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

**"Refunded Notes"** means collectively, that portion of the Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

**"State"** means the State of Kansas.

**"Substitute Improvements"** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Tax Increment Financing Bonds, Series 962, of the City in the principal amount of $7,145,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; and (b) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds**. The Bonds shall be general obligations of the City payable as to both principal and interest from incremental property tax revenues derived in certain tax increment financing districts within the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption

and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

**Section 5. Levy and Collection of Annual Tax.** The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

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

**Section 6. Further Authority.** The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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**PASSED** by the City Council of the City on September 16, 2014 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 September 16, 2014; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on September 19, 2014.

DATED: September 19, 2014.

_____
Karen Sublett, City Clerk

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(PUBLISHED IN ***THE WICHITA EAGLE*** ON SEPTEMBER 19, 2014)

**SUMMARY OF ORDINANCE NO. 49-833**

On September 16, 2014, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, 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 962 Bonds approved by the Ordinance are being issued in the principal amount of $7,145,000*, to finance certain internal improvements for the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 16, 2014.

_____

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

JLN\600809.137\BASICDOCS SERIES 962 (09-10-14)

Gilmore & Bell, P.C.
09/10/2014

---

**RESOLUTION NO. 14-279**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS**
**SERIES 962**

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JLN\600809.137\BASICDOCS SERIES 962 (09-10-14)

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**RESOLUTION NO. 14-279**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION TAX INCREMENT FINANCING BONDS, SERIES 962, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-[___] 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 Tax Increment Financing Bonds, Series 962 (the "Bonds"); and

**WHEREAS**, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

## ARTICLE I

## DEFINITIONS

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

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

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

**"Beneficial Owner"** of the 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 Tax Increment Financing Bonds, Series 962, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**"Business Day"** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**"Cede & Co."** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**"City"** means the City of Wichita, Kansas.

**"Clerk"** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

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

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

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

**"Dated Date"** means October 1, 2014.

**"Debt Service Account"** means the Debt Service Account for General Obligation Tax Increment Financing Bonds, Series 962 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

**"Disclosure Undertaking"** means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

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

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

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

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

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

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

**"Federal Tax Certificate"** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

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

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

**"Improvement Fund"** means the Improvement Fund for General Obligation Tax Increment Financing Bonds, Series 962 created pursuant to ***Section 501*** hereof.

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

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 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:

[Series 962 Original Purchaser]
[Address]
[City, State] [Zip]
Fax: ]

(d) To the Rating Agency(ies):

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

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

New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

**"Notice Representative"** means:

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

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

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

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

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

**"Ordinance"** means Ordinance No. 49-[___] 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 $[_____].

**"Purchaser**" means [Series 962 Original Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

**"Rating Agency"** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

**"Redemption Fund"** means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

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

**"Refunded Notes"** means collectively, that portion of the Series 260 Notes and the Series 264 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**"Refunded Notes Redemption Date"** means October 15, 2014.

**"Refunded Notes Resolution"** means each resolution which authorized the Refunded Notes.

**"Replacement Bonds"** means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

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

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

**"Series 260 Notes"** means the Issuer's General Obligation Temporary Notes, Series 260, dated October 15, 2013.

**"Series 264 Notes"** means the Issuer's General Obligation Temporary Notes, Series 264, dated February 11, 2014.

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

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

**"State"** means the state of Kansas.

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

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

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[ **"Term Bonds"** means the Bonds scheduled to mature in the year 2024.]

[ **"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[ **"2024 Term Bonds"** means the Bonds scheduled to mature in the year2024.]

[ **"Term Bonds"** means collectively, the ____ Term Bonds and the 2024 Term Bonds.]

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

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in

such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $7,145,000*, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay Costs of Issuance.

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

**[SERIAL BONDS]**

| Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest | Stated Maturity June 1 | Principal Amount* | Annual Rate of Interest |
|---|---|---|---|---|---|
| 2015 | $640,000 | | 2020 | $720,000 | |
| 2016 | 655,000 | | 2021 | 740,000 | |
| 2017 | 670,000 | | 2022 | 760,000 | |
| 2018 | 685,000 | | 2023 | 775,000 | |
| 2019 | 705,000 | | 2024 | 795,000 | |

**[TERM BONDS**

| Stated Maturity June 1 | Principal Amount | Annual Rate of Interest |
|---|---|---|
| 2024 | $_____ | _____%] |

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

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

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond

Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

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

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the

extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that

may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with

respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

## REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, Bonds maturing on June 1 in the years 2023, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 2022, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) ____ *Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such [____] Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | * |

*Final Maturity

[(b) *2024 Term Bonds*.] The 2024 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on June 1 in each year, the following principal amounts of such 2024 Term Bonds:

| **Principal Amount** | **Year** |
|---|---|
| $ | |
| | 2024* |

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from

any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption.]

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its

intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or

any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

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

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

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

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

## ARTICLE IV

## SECURITY FOR BONDS

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

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

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

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Redemption Fund for Refunded Notes.

(b) Debt Service Account for General Obligation Tax Increment Financing Bonds, Series 962 (within the Bond and Interest Fund).

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

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest [and premium] received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Redemption Fund.

**Section 503. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be used for the sole purpose of: (a) payment of the Refunded Notes on the Refunded Notes Redemption Date; (b) paying Costs of Issuance; and (c) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate). Moneys in the Redemption Fund needed to pay the Refunded Notes shall bee paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 504. 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 505. Deposits and Investment of Moneys.**Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

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

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

## ARTICLE VII

## DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall

have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and

enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to conform this Bond Resolution to the Code or future

applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

**Section 1005. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1008. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF BONDS)**

**REGISTERED NUMBER __** | **REGISTERED $**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**GENERAL OBLIGATION TAX INCREMENT FINANCING BOND**
**SERIES 962**

| Interest Rate: | Maturity Date: | Dated Date: October 1, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 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 Tax Increment Financing Bonds, Series 962, 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: 0709-087-100114-[___]

---

**(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 Tax Increment Financing Bonds, Series 962," aggregating the principal amount of $7,145,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds shall be general obligations of the City payable as to both principal and interest from incremental property tax revenues derived in certain tax increment financing districts within the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

***Optional Redemption.*** At the option of the Issuer, Bonds maturing on June 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[***Mandatory Redemption.*** Each of the Bonds maturing on June 1, [_____], [_____ and] 2024, shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

***Redemption Denominations***. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each

minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

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

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

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

due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

---

## LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

---

## BOND ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

## CERTIFICATE OF CLERK

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of October 1, 2014.

WITNESS my hand and official seal.

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

## CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION BONDS, SERIES 962
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | | CHARGEABLE TO CITY AT LARGE |
|---|---|---|---|---|---|
| | | | **PUBLIC IMPROVEMENTS** | | |
| 1 | 435352 | 792458 | WaterWalk - Eastbank Development | $ | 7,145,000.00 |
| | | | **SUBTOTAL PUBLIC IMPROVEMENTS** | | **7,145,000.00** |
| | | | **TOTAL BONDS, SERIES 962** | **$** | **7,145,000.00** |

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of Taxable General Obligation Temporary Notes, Series 253, dated October 15, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 253 Purchaser], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

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

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 253, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

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

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

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

**CERTIFICATE**

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

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.138\BASICDOCS-SERIES 253

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**$10,285,000* CITY OF WICHITA, KANSAS**
**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 253**

Dated: October 15, 2014
Series 253
Good Faith Deposit: $205,700

Sale Date: September 16, 2014
10:00 a.m., C.S.T.
Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
08/26/2014

---

**RESOLUTION NO. 14-273**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 253**

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JLN\600809.138\BASICDOCS-SERIES 253 (08-26-14)

**RESOLUTION**

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**RESOLUTION NO. 14-273**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 253, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

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

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

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

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

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

| ***Description*** | ***Series*** | ***Dated Date*** | ***Amount**** |
|---|---|---|---|
| Taxable General Obligation Temporary Notes | 249 | October 15, 2013 | $ 6,080,000 |
| Taxable General Obligation Temporary Notes | 251 | February 11, 2014 | 7,540,000 |
| General Obligation Temporary Notes | 264 | February 11, 2014 | 85,785,000 |

; and

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

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

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

**WHEREAS,** the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's Taxable General Obligation Temporary Notes, Series 253 in the principal amount of $10,285,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

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

## ARTICLE I

## DEFINITIONS

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

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

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

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

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

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

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

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

**"City"** means the City of Wichita, Kansas.

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

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

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

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

**"Dated Date"** means October 15, 2014.

**"Debt Service Account"** means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 253 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Improvement Fund"** means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 253 created pursuant to ***Section 501*** hereof.

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

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

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

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

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

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

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

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

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

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

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

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

**"Notes"** means the Taxable General Obligation Temporary Notes, Series 253, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main

Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[Series 253 Purchaser]
[_____]
[City, State] [Zip]
Fax: [_____]

(d) To the Rating Agency(ies):

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

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

**"Notice Representative"** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Purchaser"** means [Series 253 Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

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

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

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

**"Redemption Fund"** means the Redemption Fund for Taxable General Obligation Temporary Notes, Series 253 created pursuant to ***Section 501*** hereof.

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

**"Refunded Notes"** means that portion of the Series 249 Notes, Series 251 Notes and Series 264 Notes refunded with the proceeds of the Notes and other available funds of the Issuer.

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

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

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

**"Series 249 Notes"** means the City's Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013.

**"Series 251 Notes"** means the Issuer's Taxable General Obligation Temporary Notes, Series 251, dated February 11, 2014.

**"Series 264 Notes"** means the General Obligation Temporary Notes, Series 264, dated February 11, 2014.

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

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

**"State"** means the state of Kansas.

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

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

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

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

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

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 253, of the Issuer in the principal amount of $10,285,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

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

| **Stated Maturity October 15** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 2015 | $10,285,000* | [____]% |

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

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

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

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

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

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

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

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

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

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need

not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

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

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

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

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

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

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

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

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

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

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

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

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

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

## REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

## SECURITY FOR NOTES

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

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

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

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

(a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 253.

(b) Redemption Fund for Taxable General Obligation Temporary Notes, Series 253.

(c) Debt Service Account for Taxable General Obligation Temporary Notes, Series 253.

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

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

(a) [Any premium received from the sale of the Notes shall be deposited in the Debt Service Account;

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

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

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

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the

transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State law.

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

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

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

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

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

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any

Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

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

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

duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

## DEFEASANCE

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

## ARTICLE VIII

## CONTINUING DISCLOSURE REQUIREMENTS

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

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

equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE IX

## MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

**Section 904. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or

telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

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

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF NOTES)**

**REGISTERED NUMBER ____** **REGISTERED $**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**TAXABLE GENERAL OBLIGATION TEMPORARY NOTE**
**SERIES 253**

| Interest Rate: | Maturity Date: October 15, 2015 | Dated Date: October 15, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

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

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

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

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

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

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

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

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

**CITY OF WICHITA, KANSAS**

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

ATTEST:

By: _____(manual or facsimile)_____
Clerk

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

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

## CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 253, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

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

By _____

Registration Number: 0709-087-101514-[___]

(FORM OF REVERSE SIDE OF NOTE)

## ADDITIONAL PROVISIONS

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "Taxable General Obligation Temporary Notes, Series 253," aggregating the principal amount of $10,285,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. K.S.A. 12-6a01 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

---

## LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

---

## NOTE ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 253
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | Renewal Notes | Amount Required 10/15/2014 New Notes |
|---|---|---|---|---|---|
| | | | **AIRPORT IMPROVEMENTS** | | |
| 1 | 451418 | 501853 | Parking Facilities | $ 8,251,050.00 | $ 8,031.00 |
| 2 | 451423 | 501870 | 1801 Airport Road Remodel | 62,300.00 | 1,354,077.00 |
| | | | **SUBTOTAL AIRPORT IMPROVEMENTS** | **8,313,350.00** | **1,362,108.00** |
| | | | **FAÇADE IMPROVEMENTS** | | |
| 1 | 491043 | 766043 | Façade 120 E. 1st Lux | $ 608,140.00 | $ 1,402.00 |
| | | | **SUBTOTAL FAÇADE IMPROVEMENTS** | **608,140.00** | **1,402.00** |
| | | | **TOTAL TEMPORARY NOTES, SERIES 253** | **$ 8,921,490.00** | **$1,363,510.00** |
| | | | **TOTAL RENEWAL MONEY** | **$ 8,921,490.00** | |
| | | | **TOTAL NEW MONEY** | **1,363,510.00** | |
| | | | **TOTAL TEMPORARY NOTES, SERIES 253** | **$10,285,000.00** | |

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 16, 2014**

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

Absent:

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

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General ObligationTemporary Notes, Series 268, dated October 15, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 268 Purchaser], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

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

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 268, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

Yea: _____.

Nay: _____.

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

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.134\BASICDOCS-SERIES 268

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**$80,550,000* CITY OF WICHITA, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES, SERIES 268**

Dated: October 15, 2014
Series 268
Good Faith Deposit: $1,381,000

Sale Date: September 16, 2014
10:00 a.m., C.D.T.
Max Interest Rate: [_____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/10/2014

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**RESOLUTION NO. 14-274**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 268**

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JLN\600809.134\BASICDOCS-SERIES 268 (09-10-14)

**RESOLUTION**

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**RESOLUTION NO. 14-274**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 268, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

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

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

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

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

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

| ***Series*** | ***Dated Date*** | ***Maturity Date*** | ***Original Amount*** | ***Outstanding Amount*** |
|---|---|---|---|---|
| 260 | October 15, 2013 | October 15, 2014 | $29,665,000 | $25,145,000 |
| 264 | February 11, 2014 | April 15, 2015 | 85,785,000 | 85,785,000 |

; and

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

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

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

**WHEREAS,** the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes, Series 268 in the principal amount of $80,550,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

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

## ARTICLE I

## DEFINITIONS

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

**"Act"** means the Constitution, particularly Article 12, Section 5, thereof, and laws of the State, including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 12-685 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

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

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

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

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

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

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

**"City"** means the City of Wichita, Kansas.

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

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

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

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

**"Dated Date"** means October 15, 2014.

**"Debt Service Account"** means the Debt Service Account for General ObligationTemporary Notes, Series 268 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Federal Tax Certificate"** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

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

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

**"Improvement Fund"** means the Improvement Fund for General Obligation Temporary Notes, Series 268 created pursuant to ***Section 501*** hereof.

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

**"Independent Accountant"** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**"Interest Payment Date(s)"** means the Maturity of the Note.

**"Issue Date"** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**"Issuer"** means the City and any successors or assigns.

**"Maturity"** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**"Mayor"** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**"Moody's"** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**"Note Payment Date"** means any date on which principal of or interest on any Note is payable.

**"Note Register"** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**"Note Registrar"** means the State Treasurer and its successors and assigns.

**"Note Resolution"** means this resolution relating to the Notes.

**"Notes"** means the General Obligation Temporary Notes, Series 268, authorized and issued by the Issuer pursuant to this Note Resolution.

**"Notice Address"** means with respect to the following entities:

(a) To the Issuer at:

Department of Finance

12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Series 268 Purchaser]
[_____]
[City, State] [Zip]
Fax: [_____]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

**"Notice Representative"** means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

**"Official Statement"** means Issuer's Official Statement relating to the Notes.

**"Outstanding"** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**"Owner"** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**"Participants"** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**"Paying Agent"** means the State Treasurer, and any successors and assigns.

**"Permitted Investments"** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**"Person"** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**"Purchase Price"** means 100% of the principal amount of the Notes, plus a premium of $[_____].

**"Purchaser"** means [Series 268 Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

**"Rating Agency"** means any company, agency or entity that provides financial ratings for the Notes.

**"Record Dates"** for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

**"Redemption Date"** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

**"Redemption Fund"** means the Redemption Fund for General Obligation Temporary Notes, Series 268 created pursuant to ***Section 501*** hereof.

**"Redemption Price"** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**"Refunded Notes"** means that portion of the Series 260 Notes and Series 262 Notes retired from the proceeds of the Notes and other available funds of the Issuer.

**"Replacement Notes"** means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

**"SEC Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**"Securities Depository"** means, initially, DTC, and its successors and assigns.

**"Series 260 Notes"** means the General Obligation Temporary Notes, Series 260, dated February 11, 2013.

**"Series 264 Notes"** means the General Obligation Temporary Notes, Series 264, dated October 15, 2013.

**"Special Record Date"** means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

**"Standard & Poor's"** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**"State"** means the state of Kansas.

**"State Treasurer"** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**"Stated Maturity"** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

**"Treasurer"** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 268, of the Issuer in the principal amount of $80,550,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

| **Stated Maturity October 15** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 2015 | $80,550,000* | [____]% |

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need

not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

## ARTICLE III

## REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

## SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 268.

(b) Redemption Fund for General Obligation Temporary Notes, Series 268.

(c) Debt Service Account for General Obligation Temporary Notes, Series 268.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds and Other Moneys.** The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) Any premium received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount, taking into account the other funds described in (d) hereof, necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund; and

(c) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

(d) The Issuer shall also apply additional available Issuer funds in an amount necessary to provide for redemption of the Refunded Notes.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on their Stated Maturity. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance

Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

## ARTICLE VI

## DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or

remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

## DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the

act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF NOTES)**

**REGISTERED NUMBER ____** **REGISTERED $**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**GENERAL OBLIGATION TEMPORARY NOTE**
**SERIES 268**

| Interest Rate: | Maturity Date: October 15, 2015 | Dated Date: October 15, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF WICHITA, KANSAS**

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General ObligationTemporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

## CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 268, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-101514-[___]

(FORM OF REVERSE SIDE OF NOTE)

## ADDITIONAL PROVISIONS

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 268," aggregating the principal amount of $80,550,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5, thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., K.S.A. 12-1736 et seq., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity, as follows:

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at

any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

***Redemption Denominations.*** Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

***Notice of Redemption.*** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

---

## LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

## NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 268
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | Renewal Notes | Amount Required 10/15/2014 New Notes |
|---|---|---|---|---|---|
| | | | **AIRPORT IMPROVEMENTS** | | |
| 1 | 451418 | 501853 | Parking Facilities | $21,025,240.00 | $ 9,139.00 |
| 2 | 451427 | 501871 | Paint Truck Purchase | 67,330.00 | 29.00 |
| 3 | 452424 | 501861 | Electrical and Communications Infrastructure | 2,802,890.00 | 1,218.00 |
| 4 | 453429 | 501874 | Comm & Security Infrastructure (Apron III) | 500,637.00 | 218.00 |
| 5 | 453429 | 501875 | Outfall Channel (Apron III) | 315,310.00 | 137.00 |
| 6 | 453437 | 501880 | Irrigation System Improvements | - | 356,655.00 |
| 7 | 463061 | 510162 | Jabara Road Rhab and T-Hangar Expansion | 16,630.00 | 1,422,415.00 |
| | | | **SUBTOTAL AIRPORT IMPROVEMENTS** | **24,728,037.00** | **1,789,811.00** |
| | | | **ARTERIAL IMPROVEMENTS** | | |
| 1 | 204358 | 706892 | Seneca: I-235 - 31st S | $ 463,210.00 | $ 27,314.00 |
| 2 | 204364 | 706898 | Central: 135th JW - 119th W Imp. | 2,500,000.00 | - |
| 3 | 204379 | 706913 | 13th St. - 135th W/Azure | - | 4,302.00 |
| 4 | 205399 | 706933 | 13th, I-135 - Woodlawn | 9,000,000.00 | - |
| 5 | 205404 | 706938 | 135th St. W Maple – Central | - | 19,709.00 |
| 6 | 206426 | 706960 | Int. Trans. Syst Traffic Signals | 213,390.00 | 93.00 |
| 7 | 207435 | 706969 | Harry, Turnpike - Rock | 244,340.00 | 106.00 |
| 8 | 209464 | 706999 | K96 & Hoover Interchange | - | 90,039.00 |
| 9 | 209472 | 707007 | Railroad Corridor Sepn Study | - | 81,335.00 |
| 10 | 210478 | 707013 | Harry/Broadway Intersection | 662,000.00 | 288.00 |
| 11 | 210479 | 707014 | Pawnee/Broadway Intersection | 295,400.00 | 128.00 |
| 12 | 210485 | 707020 | Meridian, Orient - McCormick | - | 33,014.00 |
| 13 | 210487 | 707022 | 135th W Kellogg-Onewood | - | 233,221.00 |
| 14 | 210488 | 707023 | Amidon, 21st-29th | - | 294,028.00 |
| 15 | 210495 | 707030 | MU Path Garvey - Planeview Park | - | 103,145.00 |
| 16 | 210497 | 707032 | Traffic Signalization Program | - | 8,554.00 |
| 17 | 211500 | 707035 | Redbud Multi-Use Path | 228,720.00 | 81,615.00 |
| 18 | 211502 | 707037 | Mt Vernon & Oliver Intersection | - | 22,340.00 |
| 19 | 211503 | 707038 | KLINK Art Street Rehab | - | 105,046.00 |
| 20 | 211506 | 707041 | K-96/Greenwich Inter. Imprv | 399,440.00 | 150,239.00 |
| 21 | 211507 | 707042 | William Street, Main - Emporia | - | 235,002.00 |
| 22 | 211508 | 707043 | Traffic Signalization 2013 | - | 151,166.00 |
| 23 | 211509 | 707044 | Arterial Sidewalk/Ramp | - | 35,916.00 |
| 24 | 211513 | 707048 | Pawnee, Hydraulic to Grove | - | 73,592.00 |
| 25 | 211514 | 707049 | Douglas Washington - Oliver | - | 100,244.00 |
| 26 | 211515 | 707050 | Railroad Crossing Improvement | - | 64,128.00 |
| 27 | 211516 | 707055 | Bike Enhancement Projects | - | 11,655.00 |
| 28 | 211525 | 707061 | West Bank River Corr Douglas - 2nd | - | 48,921.00 |
| 29 | 211527 | 707063 | 2014 CIP Thermal Crack Mntnc | - | 73,842.00 |
| | | | **SUBTOTAL ARTERIAL IMPROVEMENTS** | **14,006,500.00** | **2,048,982.00** |
| | | | **BRIDGE IMPROVEMENTS** | | |

| | | | | | |
|---|---|---|---|---|---|
| 1 | 249140 | 715724 | Lincoln Bridge, Dam@Ark River | $ 4,620,010.00 | $ 39,114.00 |
| 2 | 249142 | 715726 | Pawnee St. at Ark River | - | 49,852.00 |
| 3 | 249143 | 715727 | Broadway Bridge @34 St. S | - | 140,761.00 |
| 4 | 249145 | 715729 | Old Lawrence Rd Bridge | - | 22,010.00 |
| 5 | 249146 | 715730 | Biennial Bridge Insp | - | 81,035.00 |
| 6 | 249147 | 715731 | Douglas Bridge at Linden | - | 50,022.00 |
| 7 | 249148 | 715732 | 21st N Bridge Derby Refinery | - | 55,024.00 |
| | | | **SUBTOTAL BRIDGE IMPROVEMENTS** | **4,620,010.00** | **437,818.00** |
| | | | **PARK IMPROVEMENTS** | | |
| 1 | 397247 | 785171 | Irrigation Sys Replace & Upgrade 2010-2011 | $ - | $ 21,008.00 |
| 2 | 397248 | 785179 | 2010-2012 Athletic Courts CIP | - | 19,734.00 |
| 3 | 440150 | 785973 | Buffalo Park Improvements 2011 | - | 32,214.00 |
| 4 | 440152 | 785975 | Walking Paths 2011-12 | - | 53,983.00 |
| 5 | 440153 | 785976 | Park Facilities Improvements 2012 | - | 174,236.00 |
| 6 | 440154 | 785995 | Golf CIP Improvements | - | 403,915.00 |
| 7 | 440155 | 786008 | Osage Restroom/Bldg Improvements | - | 4,002.00 |
| 8 | 440156 | 786011 | Swimming Pool Improv 2013 CIP | - | 2,051.00 |
| 9 | 440157 | 786014 | Chisholm Creek Park South 2011 | - | 31,514.00 |
| 10 | 440158 | 796002 | Playground Rehab 2012-13 | - | 38,217.00 |
| | | | **SUBTOTAL PARK IMPROVEMENTS** | **-** | **780,874.00** |
| | | | **PUBLIC IMPROVEMENTS** | | |
| 1 | 435352 | 792458 | WaterWalk - Eastbank Development | $ 1,493,394.00 | $ 649.00 |
| 2 | 435379 | 792409 | City Facilities ADA Compliance | - | 165,292.00 |
| 3 | 435405 | 792455 | CMF Expansion | - | 36,516.00 |
| 4 | 435432 | 792510 | Fire Training Grounds | - | 558,743.00 |
| 5 | 435439 | 792517 | Central Library Relocation | - | 14,456.00 |
| 6 | 435441 | 792519 | Fuel Management and Dispensing System | - | 87,108.00 |
| 7 | 435454 | 792534 | Fleet Heavy Equipment Replacment 2010 | 1,910,810.00 | 831.00 |
| 8 | 435457 | 792540 | Wichita Art Museum | - | 4,502.00 |
| 9 | 435462 | 792545 | General Repairs - City Facilities 2009 | - | 106,376.00 |
| 10 | 435471 | 792561 | Century II Improv. 2012-2015 | 1,293,390.00 | 562.00 |
| 11 | 435473 | 792579 | Fleet Heavy Equipment Replacement 2012 | 1,491,340.00 | 666,037.00 |
| 12 | 435476 | 792928 | Century II CIP 2013 | - | 186,621.00 |
| 13 | 435478 | 795001 | S Market Parking Garage Repair/Renovation | - | 59,826.00 |
| 14 | 435805 | 792921 | Fire Apparatus '11-'13 | 6,586,090.00 | 621,141.00 |
| 15 | 435806 | 792922 | Aged Fire Station M&R '10/'11 CIP | - | 21,409.00 |
| 16 | 435472 | 792574 | Douglas Place Development | 2,496,650.00 | 1,086.00 |
| | | | **SUBTOTAL PUBLIC IMPROVEMENTS** | **12,775,024.00** | **2,531,155.00** |
| | | | **FLOOD IMPROVEMENTS** | | |
| 1 | 861010 | 660812 | Midtown Neighborhood SW Master Plan | $ 26,200.00 | $ 11.00 |
| 2 | 866001 | 660800 | Gypsum Creek Improv - Rock to Eastern | 50,120.00 | 1,022.00 |
| 3 | 867001 | 660806 | Digital SW Drainage Struc Inv - Ph 1 | 65,400.00 | 9,633.00 |
| 4 | 869003 | 660814 | Meridian Drainage Outfall | 559,340.00 | 1,408,615.00 |
| | | | **SUBTOTAL FLOOD IMPROVEMENTS** | **701,060.00** | **1,419,281.00** |
| | | | **PAVING IMPROVEMENTS** | | |
| 1 | 490259 | 766241 | Maize/34th St N Signals | $ 37,200.00 | $ 16.00 |
| 2 | 490261 | 707041 | K96/Greenwich Interchange | 307,250.00 | 134.00 |
| 3 | 490275 | 766257 | 167th St. W. Accel/Decel Lane | 27,090.00 | 12.00 |
| 4 | 490283 | 766265 | 36th St North | 52,560.00 | 189,545.00 |
| 5 | 490284 | 766266 | 27th St North | 525,400.00 | 228.00 |
| 6 | 490290 | 766272 | Brush Creek Circle | 585,220.00 | 254.00 |
| 7 | 490297 | 766279 | Washington S 47th W Hydraulic | 74,200.00 | 3,134.00 |

| | | | | | |
|---|---|---|---|---|---|
| 8 | 490300 | 766283 | 29th Greenwich Bus Center Ph 1 | 158,620.00 | 69.00 |
| 9 | 490301 | 766284 | 29th Stoney Pointe Add | 113,340.00 | 49.00 |
| 10 | 490306 | 766288 | Parkdale Cr NewMarket Off 2nd Add | 497,350.00 | 22,026.00 |
| 11 | 490307 | 766289 | Paving Hoover Ct | 37,290.00 | 181,295.00 |
| 12 | 490308 | 766290 | Paving Rocky Creek Bellechase | 52,750.00 | 797,219.00 |
| 13 | 490310 | 766292 | Lindberg Waterfront 6th Addn | 152,830.00 | 264,681.00 |
| 14 | 490311 | 766293 | Stonegate Waterfront 8th Addn | 106,880.00 | 132,824.00 |
| 15 | 490312 | 766294 | Paving New Market V Addn | - | 251,009.00 |
| 16 | 490313 | 766295 | Split Rail St Krug S Addn Ph5 | 233,870.00 | 18,440.00 |
| 17 | 490314 | 766296 | Paving Northborough 3rd Addn | 70,120.00 | 124,965.00 |
| 18 | 490315 | 766297 | Jennie St/Ct Bay Country Addn | - | 237,403.00 |
| 19 | 490316 | 766298 | Tamarac & Herrington Frontgate | 27,440.00 | 259,385.00 |
| 20 | 490318 | 766300 | 27th N Woodridge Woods N. Ad 3r | | 215,394.00 |
| 21 | 490319 | 766301 | Cherry Creek, Tara Creek Addn | | 152,266.00 |
| 22 | 490320 | 766302 | Fawnwood, Jayson, Kennedy | | 245,707.00 |
| 23 | 490321 | 766303 | Verona, Courtyards Auburn Hills | | 190,783.00 |
| 24 | 490322 | 766304 | Paving Ph3a Falcon Falls 2nd Add | | 211,692.00 |
| 25 | 490323 | 766305 | Forestview Liberty Park 3rd | | 117,151.00 |
| 26 | 490324 | 766306 | Morrism Spring Hollow Clear Creek | | 12,405.00 |
| | | | **SUBTOTAL PAVING IMPROVEMENTS** | **3,059,410.00** | **3,628,086.00** |
| | | | **SANITARY SEWER IMPROVEMENTS** | | |
| 1 | 480017 | 744325 | Lateral 130, SS#23 | $ - | $ 64,827.00 |
| 2 | 480026 | 744334 | Lateral 37 Main 2 SW Inter | 21,680.00 | 115,560.00 |
| 3 | 480037 | 744345 | Lateral 8 Main 18 Bellechase 3rd | 151,310.00 | 6,759.00 |
| 4 | 480038 | 744346 | Lateral 6 Main 20 SW Intercp U-needa | - | 38,417.00 |
| 5 | 480039 | 744347 | Lateral 60 Main 24 WIS Waterfront 8 | 26,260.00 | 1,712.00 |
| 6 | 480041 | 744349 | Lateral 136 WLK Huntington Park Add | - | 26,411.00 |
| 7 | 480042 | 744350 | Lateral 433 FMC Frontgate Addn | 139,380.00 | 3,682.00 |
| 8 | 480044 | 744352 | Lateral 61 CIS unplatted 135th West | 25,460.00 | 20,120.00 |
| 9 | 480045 | 744353 | Lateral 22 Main 20 Northborough 3rd Addn | 43,120.00 | 9,523.00 |
| 10 | 480046 | 744354 | Lateral 62 CIS Bay Country Addn | 21,540.00 | 98,552.00 |
| 11 | 480047 | 744355 | Lateral 539 SWI DeWitt 5th Addn | - | 12,906.00 |
| 12 | 480049 | 744357 | Lateral 430 FMC Woods N 3rd Addn | 13,200.00 | 110,054.00 |
| 13 | 480050 | 744358 | Lateral 27 Main 13 Abs Nat Stone Addn | - | 36,216.00 |
| 14 | 480051 | 744359 | Lateral 5 Main 18 Tara Creek Addn | - | 52,723.00 |
| 15 | 480052 | 744360 | Lateral 11 Main 16 Glen Meadows Addn | - | 103,845.00 |
| 16 | 480054 | 744362 | Lateral 63 CIS Courtyards Aub Addn | - | 153,267.00 |
| 17 | 480055 | 744363 | Lateral 15 NWI Liberty Park | - | 36,916.00 |
| | | | **SUBTOTAL SANITARY SEWER IMPROVEMENTS** | **441,950.00** | **891,490.00** |
| | | | **STORM SEWER IMPROVEMENTS** | | |
| 1 | 485306 | 751415 | SWD 272 | $ 43,370.00 | $ 19.00 |
| 2 | 485341 | 751450 | SWD 300 | 29,830.00 | 13.00 |
| 3 | 485375 | 751484 | Weir at Kellogg/Maize Rd | 13,920.00 | 6.00 |
| 4 | 485389 | 751498 | SWD 376 | 467,080.00 | 21,032.00 |
| 5 | 485393 | 751502 | SWS 660 | 668,660.00 | 51,913.00 |
| 6 | 485398 | 751507 | SWD 385 S 47th W Hydraulic | 155,330.00 | 339,085.00 |
| 7 | 485405 | 751514 | SWD #347 Woods North 3rd Addn | - | 383,867.00 |
| 8 | 485406 | 751515 | SWD #388 Huntington Park Addn | - | 64,828.00 |
| 9 | 485407 | 751516 | SWS 669 Krug S Addn Ph 5 | 106,580.00 | 9,650.00 |
| 10 | 485408 | 751517 | SWD 387 Frontgate Addn | 275,240.00 | 58,445.00 |
| 11 | 485410 | 751519 | SWD 390 Northborough 3rd Addn | 15,360.00 | 3,248.00 |
| 12 | 485411 | 751520 | SWD 389 for Bay Country Addn | 194,940.00 | 27,697.00 |
| 13 | 485412 | 751521 | SWS 670 for Bay Country Addn | - | 67,529.00 |

| | | | | | |
|---|---|---|---|---|---|
| 14 | 485413 | 751522 | SWS 359 Glen Meadows Addn | - | 119,552.00 |
| 15 | 485414 | 751523 | SWS391 The Ranch Addn | - | 93,941.00 |
| | | | **SUBTOTAL STORM SEWER IMPROVEMENTS** | **1,970,310.00** | **1,240,825.00** |
| | | | **WATER IMPROVEMENTS** | | |
| 1 | 470099 | 735426 | WDS Sierra Hills 2nd Addition | $ 19,150.00 | $ 8.00 |
| 2 | 470148 | 735475 | WDS S 47th W Hydraulic | 18,890.00 | 60,244.00 |
| 3 | 470156 | 735483 | WDS Bridgeport Indust Park I | 36,990.00 | 2,617.00 |
| 4 | 470157 | 735484 | WDS Bellechase 3rd Addn | - | 80,235.00 |
| 5 | 470158 | 735485 | WDS Waterfront 6th Addn | 59,850.00 | 3,528.00 |
| 6 | 470159 | 735486 | WDS Newmarket V Addn | 144,850.00 | 1,564.00 |
| 7 | 470160 | 735487 | WDS Krug South Addn Ph 5 | 43,170.00 | 3,520.00 |
| 8 | 470161 | 735488 | WDS Frontgate Addn | 71,760.00 | 2,332.00 |
| 9 | 470163 | 435490 | WDS Unplatted 135th St West | - | 10,204.00 |
| 10 | 470164 | 735491 | WDS Northborough 3rd Addn | 32,720.00 | 6,317.00 |
| 11 | 470165 | 735492 | WDS Bay Country Addn | 12,010.00 | 60,431.00 |
| 12 | 470166 | 735493 | WDS Woods Addn | - | 54,824.00 |
| 13 | 470167 | 735494 | WDS Mission Addn | 12,410.00 | 10,200.00 |
| 14 | 470168 | 735495 | WDS 90555 Woods N 3rd Addn | - | 56,525.00 |
| 15 | 470170 | 435497 | WDS Tara Creek Addn | - | 35,515.00 |
| 16 | 470173 | 735500 | WDS Courtyards Auburn Hlls | - | 73,032.00 |
| 17 | 470174 | 735501 | WDS 901080 Falcon Falls 2nd Addn | - | 33,715.00 |
| 18 | 470175 | 735502 | WDS Ph2B Liberty Park 3rd | - | 36,116.00 |
| | | | **SUBTOTAL WATER IMPROVEMENTS** | **451,800.00** | **530,927.00** |

| | | |
|---|---|---|
| **TOTAL TEMPORARY NOTES, SERIES 268** | **$65,250,751.00** | **$15,299,249.00** |

| | |
|---|---|
| **TOTAL RENEWAL MONEY** | **$65,250,751.00** |
| **TOTAL NEW MONEY** | **15,299,249.00** |
| **TOTAL TEMPORARY NOTES, SERIES 268** | **$80,550,000.00** |

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 16, 2014**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General ObligationTemporary Notes (Subject to AMT), Series 270, dated October 15, 2014 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Series 270 Purchaser], [City, State], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

[_____] moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

> **A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 270, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

The motion was seconded by [_____]. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 14-[___].

* * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Karen Sublett, City Clerk

JLN\600809.139\BASICDOCS-SERIES 270

(Signature Page to Excerpt of Minutes)

***EXHIBIT A***
**BID TABULATION**

**$94,435,000* CITY OF WICHITA, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 270**

Dated: October 15, 2014
Series 270
Good Faith Deposit: $1,888,700

Sale Date: September 16, 2014
10:00 a.m., C.S.T.
Max Interest Rate: [____]%

**BIDDERS**

***EXHIBIT B***

**(BID OF PURCHASER)**

Gilmore & Bell, P.C.
09/02/2014

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**RESOLUTION NO. 14-275**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 16, 2014**

**GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT)**
**SERIES 270**

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**RESOLUTION**

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**RESOLUTION NO. 14-275**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 270, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS,** the City of Wichita, Kansas (the "City" or the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS,** pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

**WHEREAS,** the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS,** it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

**WHEREAS**, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the "Existing Notes"):

| ***Series*** | ***Dated Date*** | ***Maturity Date*** | ***Original Amount*** | ***Outstanding Amount*** |
|---|---|---|---|---|
| 262 | October 15, 2013 | October 15, 2014 | $44,200,000 | $44,200,000 |
| 266 | February 11, 2014 | April 15, 2015 | 40,410,000 | 40,410,000 |

; and

**WHEREAS,** all aspects of the Improvements and/or permanent financing for the all the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

**WHEREAS,** the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

**WHEREAS,** the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes (Subject to AMT), Series 270 in the principal amount of $94,435,000* (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the costs of the Existing Notes.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

## ARTICLE I

## DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

**"Authorized Denomination"** means $5,000 or any integral multiples thereof.

**"Beneficial Owner"** of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

**"Bond and Interest Fund"** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**"Bond Counsel"** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**"Business Day"** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**"Cede & Co."** means Cede & Co., as nominee of DTC.

**"City"** means the City of Wichita, Kansas.

**"Clerk"** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**"Consulting Engineer"** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**"Costs of Issuance"** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**"Dated Date"** means October 15, 2014.

**"Debt Service Account"** means the Debt Service Account for General ObligationTemporary Notes (Subject to AMT), Series 270 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

**"Debt Service Requirements"** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**"Defaulted Interest"** means interest on any Note which is payable but not paid on any Interest Payment Date.

**"Defeasance Obligations"** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**"Derivative"** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**"Director of Finance"** means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

**"Disclosure Undertaking"** means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

**"DTC"** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**"DTC Representation Letter"** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**"Event of Default"** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

**"Federal Tax Certificate"** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**"Financeable Costs"** means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which

has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**"Fiscal Year"** means the twelve month period ending on December 31.

**"Funds and Accounts"** means funds and accounts created by or referred to in ***Section 501*** hereof.

**"Improvement Fund"** means the Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 270 created pursuant to ***Section 501*** hereof.

**"Improvements"** means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

**"Independent Accountant"** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**"Interest Payment Date(s)"** means the Maturity of the Note.

**"Issue Date"** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**"Issuer"** means the City and any successors or assigns.

**"Maturity"** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**"Mayor"** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**"Moody's"** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**"Note Payment Date"** means any date on which principal of or interest on any Note is payable.

**"Note Register"** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**"Note Registrar"** means the State Treasurer and its successors and assigns.

**"Note Resolution"** means this resolution relating to the Notes.

**"Notes"** means the General Obligation Temporary Notes (Subject to AMT), Series 270, authorized and issued by the Issuer pursuant to this Note Resolution.

**"Notice Address"** means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Series 270 Purchaser]
[_____]
[City, State] [Zip]
Fax: [_____]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

**"Notice Representative"** means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

**"Official Statement"** means Issuer's Official Statement relating to the Notes.

**"Outstanding"** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**"Owner"** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**"Participants"** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**"Paying Agent"** means the State Treasurer, and any successors and assigns.

**"Permitted Investments"** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**"Person"** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**"Purchase Price"** means 100% of the principal amount of the Notes, plus a premium of $[_____].

**"Purchaser"** means [Series 270 Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

**"Rating Agency"** means any company, agency or entity that provides financial ratings for the Notes.

**"Record Dates"** for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

**"Redemption Date"** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

**"Redemption Fund"** means the Redemption Fund for General Obligation Temporary Notes (Subject to AMT), Series 270 created pursuant to ***Section 501*** hereof.

**"Redemption Price"** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**"Refunded Notes"** means that portion of the Series 262 Notes and Series 266 Notes retired from the proceeds of the Notes and other available funds of the Issuer.

**"Replacement Notes"** means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

**"SEC Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**"Securities Depository"** means, initially, DTC, and its successors and assigns.

**"Series 262 Notes"** means the General Obligation Temporary Notes (Subject to AMT), Series 262, dated October 15, 2013.

**"Series 266 Notes"** means the General Obligation Temporary Notes (Subject to AMT), Series 266, dated February 11, 2014.

**"Special Record Date"** means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

**"Standard & Poor's"** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**"State"** means the state of Kansas.

**"State Treasurer"** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**"Stated Maturity"** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**"Substitute Improvements"** means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

**"Treasurer"** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes (Subject to AMT), Series 270, of the Issuer in the principal amount of $94,435,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

| **Stated Maturity October 15** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 2015 | $94,435,000* | [____]% |

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is

hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation

thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with

respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated September [__], 2014, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

## ARTICLE III

## REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being

redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

## SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 270.

(b) Redemption Fund for General Obligation Temporary Notes (Subject to AMT), Series 270.

(c) Debt Service Account for General Obligation Temporary Notes (Subject to AMT), Series 270.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) [Any premium received from the sale of the Notes shall be deposited in the Debt Service Account;

(b) ]An amount necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund; and

(c) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on their Stated Maturity. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance

Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account, other than the Redemption Fund, may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

## ARTICLE VI

## DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or

remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

## DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the

act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 16, 2014.

(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 September 16, 2014, as the same appears of record in my office.

DATED: September 16, 2014.

_____
Karen Sublett, City Clerk

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*EXHIBIT A*
**(FORM OF NOTES)**

**REGISTERED NUMBER ____** **REGISTERED $**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
**CITY OF WICHITA**
**GENERAL OBLIGATION TEMPORARY NOTE**
**(SUBJECT TO AMT)**
**SERIES 270**

| Interest Rate: | Maturity Date: October 15, 2015 | Dated Date: October 15, 2014 | CUSIP: |
|---|---|---|---|

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the

address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF WICHITA, KANSAS**

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

## CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes (Subject to AMT), Series 270, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-101514-[___]

(FORM OF REVERSE SIDE OF NOTE)

## ADDITIONAL PROVISIONS

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes (Subject to AMT), Series 270," aggregating the principal amount of $94,435,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity, as follows:

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2015, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

***Redemption Denominations.*** Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized

Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

***Notice of Redemption.*** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest

due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

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## LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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## NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By _____

JLN\600809.139\BASICDOCS-SERIES 270 (09-02-14)

## CERTIFICATE OF CLERK

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2014.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

## CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 270
CAPITAL IMPROVEMENTS

| | PPN | OCA | Description Of Project | Renewal Notes | Amount Required 10/15/2014 New Notes |
|---|---|---|---|---|---|
| | | | **AIRPORT IMPROVEMENTS** | | |
| 1 | 454435 | 501884 | Passenger Boarding Bridges | $ - | $8,797,518.00 |
| 2 | 455361 | 501440 | ACT 3 Terminal Building | 84,208,750.00 | 43,838.00 |
| 3 | 460051 | 510269 | Jabara Airfield Pavement Rehabilitation | 384,580.00 | 204.00 |
| 4 | 463061 | 510162 | Jabara Road Rhab and T-Hangar Expansion | 11,880.00 | 988,230.00 |
| | | | **SUBTOTAL AIRPORT IMPROVEMENTS** | **84,605,210.00** | **9,829,790.00** |
| | | | **TOTAL TEMPORARY NOTES, SERIES 270** | **$84,605,210.00** | **$9,829,790.00** |
| | | | **TOTAL RENEWAL MONEY** | **$84,605,210.00** | |
| | | | **TOTAL NEW MONEY** | **9,829,790.00** | |
| | | | **TOTAL TEMPORARY NOTES, SERIES 270** | **$94,435,000.00** | |

Wichita, Kansas
September 15, 2014
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 Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated September 8, 2014, were read and on motion approved.

Bids were opened September 12, 2014, pursuant to advertisements published on:

**K-96 and Hillside-Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver) 475-85174 (707074)**

Kansas Paving Company - $682,535.00

**Traffic Signals at 3300 S. Meridian (3300 S. Meridian) 472-85073 (70743/707074)**

Phillips Southern Electric Company, Inc. - $136,890.25

**2014 Contract Maintenance Thermal Crack Repairs Phase 6 (Various Locations) 472-85139 (132726)**

Barkley Construction* - $621,000.00 *Engineer's Estimate

**Sienna Lakes Addition Water Distribution System 448-90636 (735514) Lat 542, Southwest Interceptor Sewer 468-84969 (744372) SWS #684 468-84971 (751526)**

Bids Rejected

**Stormwater Drain #374 Greenwich Business Center Addition 468-8475 (751525)**

Dondlinger & Sons - $87,387.00

**Left Turn Lane on 21st Street N (north of 21st Street North, east of K-96) 472-85168 (766307)**

Kansas Paving Company - $170,390.50
*Subject to Budget Approval by City Council

**Lateral 3, Main 19, Four Mile Creek Sewer Stonebridge 2nd & 3rd Addition 468-84148 (744368)**

Dondlinger & Sons - $96,985.10

**Wastewater Treatment Plant 2 Headworks Improvements (north of 63rd St. S, east of Hydraulic) 468-84958 (624116)**

Bids Rejected

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 & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION**
**HVAC Upgrades at Central Maintenance Facility**

Bauer & Son Construction Company, Inc. - $1,219,000.00

**HOUSING & COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION**
**HVAC Equipment**

Defer one week

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

Karen Sublett, MMC
City Clerk

**EXHIBIT A**

# FORMAL BID REPORT

**TO:** Robert Layton, City Manager
**DATE:** September 15, 2014

## ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

**September 12, 2014**

K-96 and Hillside-Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver) – Public Works & Utilities Department/Engineering Division
**Kansas Paving Company** **$682,535.00**

Traffic Signals at 3300 S. Meridian – Public Works & Utilities Department/Engineering Division
**Phillips Southern Electric Company, Inc.** **$136,890.25**

2014 Contract Maintenance Thermal Crack Repairs Phase 6 (Various Locations) – Public Works & Utilities Department/Engineering Division
**Barkley Construction** **(Engineer's Estimate)** **$621,000.00**

Water Distribution System, Lateral 542, Southwest Interceptor Sewer, SWS #684 to serve Siena Lakes Addition – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

Stormwater Drain #374 to serve Greenwich Business Center Addition– Public Works & Utilities Department/Engineering Division
**Dondlinger & Sons** **$87,387.00**

Left Turn Lane on 21st Street N. (north of 21st Street North, east of K-96) – Public Works & Utilities Department/Engineering Division
**Kansas Paving Company** **(Subject to Budget Approval by City Council)** **$170,390.50**

Lateral 3, Main 19, Four Mile Creek Sewer to serve Stonebridge 2nd & 3rd Addition) – Public Works & Utilities Department/Engineering Division
**Dondlinger & Sons** **$96,985.10**

Wastewater Treatment Plant 2 Headworks Improvements (north of 63rd Street S., east of Hydraulic) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

## PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

**September 12, 2014**

HVAC Upgrades at Central Maintenance Facility – Public Works & Utilities Department/Fleet & Facilities Div.
**Bauer & Son Construction Company, Inc.** **$1,219,000.00**

HVAC Equipment – Housing & Community Services Department/Public Housing Division
**(Defer to September 22, 2014)**

**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 - September 12, 2014**

**RQ440812**

| FB440162 | | Engineer's Construction Estimate | Kansas Paving Company | Pavers, Inc. | Cornejo & Sons, LLC |
|---|---|---|---|---|---|
| **K-96 and Hillside-Oliver Traffic Signals** | | $708,775.00 | $682,535.00 | $698,487.25 | |
| **(K-96 and Hillside, K-96 and Oliver)** | BID BOND | | | X | |
| | ADDENDA | 0 | | | |
| 472-85174 (707074) | | | | | |
| | | Engineer's Construction Estimate | Dondlinger & Sons | | |
| **K-96 and Hillside-Oliver Traffic Signals** | | $708,775.00 | | | |
| **(K-96 and Hillside, K-96 and Oliver)** | BID BOND | | | | |
| | ADDENDA | 0 | | | |
| 472-85174 (707074) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **K-96 and Hillside-Oliver Traffic Signals** | | $708,775.00 | | | |
| **(K-96 and Hillside, K-96 and Oliver)** | BID BOND | | | | |
| | ADDENDA | 0 | | | |
| 472-85174 (707074) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **K-96 and Hillside-Oliver Traffic Signals** | | $708,775.00 | | | |
| **(K-96 and Hillside, K-96 and Oliver)** | BID BOND | | | | |
| | ADDENDA | 0 | | | |
| 472-85174 (707074) | | | | | |

CHECKED BY: KP

REVIEWED BY: PJS

# PAVING BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440838**

| FB440163 | | Engineer's Construction Estimate | Kansas Paving Company | Phillips Southern Electric Co. Inc. | Cornejo & Sons, LLC |
|---|---|---|---|---|---|
| **Traffic Signals at 3300 S. Meridian** | | $144,110.00 | $147,340.00 | $136,890.25 | |
| | BID BOND | | | | |
| **(3300 S. Meridian)** | ADDENDA | 0 | | | |
| 472-85073 (707043/707074) | | | | | |
| | | Engineer's Construction Estimate | Dondlinger & Sons | | |
| **Traffic Signals at 3300 S. Meridian** | | $144,110.00 | | | |
| | BID BOND | | | | |
| **(3300 S. Meridian)** | ADDENDA | 0 | | | |
| 472-85073 (707043/707074) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Traffic Signals at 3300 S. Meridian** | | $144,110.00 | | | |
| | BID BOND | | | | |
| **(3300 S. Meridian)** | ADDENDA | 0 | | | |
| 472-85073 (707043/707074) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Traffic Signals at 3300 S. Meridian** | | $144,110.00 | | | |
| | BID BOND | | | | |
| **(3300 S. Meridian)** | ADDENDA | 0 | | | |
| 472-85073 (707043/707074) | | | | | |

CHECKED BY: KP

REVIEWED BY: PS

# PAVING BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440921**

| FB440165 | | Engineer's Construction Estimate | Barkley Construction | Kansas Paving Company | PPJ Construction Inc. |
|---|---|---|---|---|---|
| **2014 Contract Maintenance Thermal Crack Repairs Phase 6** | | $621,000.00 | $526,700.00 | $1,159,500.00 | $601,950.00 |
| | BID BOND | | | | X |
| **(Various Locations)** | ADDENDA | 1 | | | X |
| 472-85139 (132726) | | | | | |
| | | Engineer's Construction Estimate | Dondlinger & Sons | | |
| **2014 Contract Maintenance Thermal Crack Repairs Phase 6** | | $621,000.00 | | | |
| | BID BOND | | | | |
| **(Various Locations)** | ADDENDA | 1 | | | |
| 472-85139 (132726) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **2014 Contract Maintenance Thermal Crack Repairs Phase 6** | | $621,000.00 | | | |
| | BID BOND | | | | |
| **(Various Locations)** | ADDENDA | 1 | | | |
| 472-85139 (132726) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **2014 Contract Maintenance Thermal Crack Repairs Phase 6** | | $621,000.00 | | | |
| | BID BOND | | | | |
| **(Various Locations)** | ADDENDA | 1 | | | |
| 472-85139 (132726) | | | | | |

CONTRACT AWARDED FOR ENGINEER'S ESTIMATE $621,000.00

CHECKED BY: KP

REVIEWED BY: DJL

# BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440939**

| FB440167 | | Engineer's Construction Estimate | Dondlinger & Sons | Mies Construction | Nowak Construction |
|---|---|---|---|---|---|
| **Water Distribution System 448-90636 (735514)** | **Group 1** | | $65,870.00 | $55,210.00 | $64,363.45 |
| **Lat 542, Southwest Interceptor Sewer 468-84969 (744372)** | **Group 2** | | $334,531.30 | $465,059.00 | $669,653.89 |
| **SWS #684 468-84971 (751526)** | **Group 3** | | $1,092,475.30 | $866,518.00 | $902,358.15 |
| **Siena Lakes Addition** | BID BOND | | | | |
| | ADDENDA | 2 | | | |
| **BID TOTAL** | | | 1,492,876.60 | 1,386,787.00 | 1,636,375.49 |
| | | Engineer's Construction Estimate | McCullough Excavation | | Utilities Plus |
| **Water Distribution System 448-90636 (735514)** | **Group 1** | | | | |
| **Lat 542, Southwest Interceptor Sewer 468-84969 (744372)** | **Group 2** | | | | |
| **SWS #684 468-84971 (751526)** | **Group 3** | | | | |
| **Siena Lakes Addition** | BID BOND | | | | |
| | ADDENDA | 2 | | | |
| **BID TOTAL** | | | | | |
| | | Engineer's Construction Estimate | Wildcat Construction | Stannard Construction d/b/a WB Carter | |
| **Water Distribution System 448-90636 (735514)** | **Group 1** | | | | |
| **Lat 542, Southwest Interceptor Sewer 468-84969 (744372)** | **Group 2** | | | | |
| **SWS #684 468-84971 (751526)** | **Group 3** | | | | |
| **Siena Lakes Addition** | BID BOND | | | | |
| | ADDENDA | 2 | | | |
| **BID TOTAL** | | | | | |
| REJECT BIDS | | | | | |

CHECKED BY: KD

REVIEWED BY: PJ

# STORM SEWER BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440940**

| FB440168 | | Engineer's Construction Estimate | Dondlinger & Sons | Mies Construction Inc. | Pearson Constructin LLC |
|---|---|---|---|---|---|
| **Stormwater Drain #374** | | $127,386.00 | $87,387.00 | $131,415.20 | $101,320.00 |
| **Greenwich Business Center Add** | BID BOND | | | | |
| 468-84745 | ADDENDA | 0 | | | |
| (751525) | | | | | |
| | | Engineer's Construction Estimate | Danco Enterprises Inc. | Nowak Construction | Utilities Plus |
| **Stormwater Drain #374** | | $127,386.00 | $155,812.00 | | |
| **Greenwich Business Center Add** | BID BOND | | X | | |
| 468-84745 | ADDENDA | 0 | | | |
| (751525) | | | | | |
| | | Engineer's Construction Estimate | Wildcat Construction | Stannard Construction d/b/a WB Carter | |
| **Stormwater Drain #374** | | $127,386.00 | | | |
| **Greenwich Business Center Add** | BID BOND | | | | |
| 468-84745 | ADDENDA | 0 | | | |
| (751525) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Stormwater Drain #374** | | $127,386.00 | | | |
| **Greenwich Business Center Add** | BID BOND | | | | |
| 468-84745 | ADDENDA | 0 | | | |
| (751525) | | | | | |

CHECKED BY: KP

REVIEWED BY: PSL

# PAVING BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440842**

| **FB440169** | | Engineer's Construction Estimate | Cornejo & Sons, LLC | Kansas Paving Company | |
|---|---|---|---|---|---|
| **Left Turn Lane on 21st Street N** | | $182,907.00 | $175,766.00 | $170,390.50 | |
| **(north of 21st Street North, east of K-96)** | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85168 (766307) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Left Turn Lane on 21st Street N** | | $182,907.00 | | | |
| **(north of 21st Street North, east of K-96)** | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85168 (766307) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Left Turn Lane on 21st Street N** | | $182,907.00 | | | |
| **(north of 21st Street North, east of K-96)** | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85168 (766307) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Left Turn Lane on 21st Street N** | | $182,907.00 | | | |
| **(north of 21st Street North, east of K-96)** | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85168 (766307) | | | | | |

Subject to Budget Approval by City Council 09-16-14

CHECKED BY: HP

REVIEWED BY: PA

# SANITARY SEWER BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440863**

| FB440170 | | Engineer's Construction Estimate | Dondlinger & Sons | Mies Construction | Danco Enterprises Inc. |
|---|---|---|---|---|---|
| **Lateral 3, Main 19, Four Mile Creek Sewer** | | $102,412.00 | $96,985.10 | $100,449.10 | $126,186.00 |
| **Stonebridge 2nd & 3rd Addition** | BID BOND | | | | X |
| 468-84148 | ADDENDA | 0 | | | |
| (744368) | | | | | |
| | | Engineer's Construction Estimate | McCullough Excavation | Nowak Construction | Utilities Plus |
| **Lateral 3, Main 19, Four Mile Creek Sewer** | | $102,412.00 | | | |
| **Stonebridge 2nd & 3rd Addition** | BID BOND | | | | |
| 468-84148 | ADDENDA | 0 | | | |
| (744368) | | | | | |
| | | Engineer's Construction Estimate | Wildcat Construction | Stannard Construction d/b/a WB Carter | Danco Enterprises Inc. |
| **Lateral 3, Main 19, Four Mile Creek Sewer** | | $102,412.00 | | | |
| **Stonebridge 2nd & 3rd Addition** | BID BOND | | | | |
| 468-84148 | ADDENDA | 0 | | | |
| (744368) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Lateral 3, Main 19, Four Mile Creek Sewer** | | $102,412.00 | | | |
| **Stonebridge 2nd & 3rd Addition** | BID BOND | | | | |
| 468-84148 | ADDENDA | 0 | | | |
| (744368) | | | | | |

CHECKED BY: KP

REVIEWED BY: PS

# SANITARY SEWER BID TABULATION SUMMARY

**BOARD OF BIDS - September 12, 2014**

**RQ440867**

| FB440152 | | Engineer's Construction Estimate | Dondlinger & Sons | Wildcat Construction | Mies Construction |
|---|---|---|---|---|---|
| **Wastewater Treatment Plant 2 Headworks Improvements** | | | $994,800.00 | $1,073,620.00 | |
| **(north of 63rd St S, east of Hydraulic)** | BID BOND | | | | |
| 468-84958 | ADDENDA | 3 | X | X | |
| (624116) | | | | | |
| | | Engineer's Construction Estimate | McCullough Excavation | Nowak Construction | Utilities Plus |
| **Wastewater Treatment Plant 2 Headworks Improvements** | | | | | |
| **(north of 63rd St S, east of Hydraulic)** | BID BOND | | | | |
| 468-84958 | ADDENDA | 3 | | | |
| (624116) | | | | | |
| | | Engineer's Construction Estimate | | Stannard Construction d/b/a WB Carter | |
| **Wastewater Treatment Plant 2 Headworks Improvements** | | | | | |
| **(north of 63rd St S, east of Hydraulic)** | BID BOND | | | | |
| 468-84958 | ADDENDA | 3 | | | |
| (624116) | | | | | |
| | | Engineer's Construction Estimate | | | |
| **Wastewater Treatment Plant 2 Headworks Improvements** | | | | | |
| **(north of 63rd St S, east of Hydraulic)** | BID BOND | | | | |
| 468-84958 | ADDENDA | 3 | | | |
| (624116) | | | | | |
| REJECT BIDS | | | | | |

CHECKED BY: KP

REVIEWED BY: PS

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:** FB440159

**HVAC Upgrades at Central Maint Facility**

**Close Date/Time:** 9/12/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

**Award Method:** Aggregate Cost

**Department:** Public Works & Utilities

Return to the Bid List

**Responses:** 3

| Vendors | Complete | Bid Total | City Comments |
|---|---|---|---|
| BAUER & SON CONSTRUCTION CO INC | Complete | $1,219,000.00 | Award 9/16/2014 Public Works & Utilities Dept/Fleet & Facilities Division |
| WALZ HARMAN HUFFMAN CONST., INC. | Complete | $1,233,998.00 | |
| CARO CONSTRUCTION CO INC | Complete | $1,479,749.00 | |

BIDS ARE WITHIN ARCHITECTS ESTIMATE

Architect's Estimate: $2,170,000.00

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POWERED BY COGSDALE

City of Wichita, Kansas

# BID RESULTS



This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

**Solicitation:** FB440144 **HVAC Equipment** **Close Date/Time:** 8/22/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

**Award Method:** Aggregate Cost

**Department:** Housing & Community Services

Return to the Bid List

**Responses:** 3

| Vendors | Complete | Bid Total | City Comments |
|---|---|---|---|
| FERGUSON ENTERPRISES INC | Complete | $23,869.00 | Defer to 9-22-14 Housing & Community Services Dept./Public Housing Division |
| WASHER SPECIALTIES COMPANY | Complete | $27,877.00 | |
| FLEGLER INVESTMENT COMPANY INC | Complete | $28,316.39 | |

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**PRELIMINARY ESTIMATES**
**FOR CITY COUNCIL SEPTEMBER 16, 2014**

a. 2014 Sanitary Sewer Reconstruction Phase 9 (north of Harry, east of West Street) (468-84981/620712/664017) Traffic to be maintained during construction using flagpersons and barricades. (District I,IV) - $131,000.00

To be Bid: September 5, 2014

**PRELIMINARY ESTIMATE of the cost of:**
2014 Sanitary Sewer Reconstruction Phase 9
(north of Harry, east of West Street)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

| | | | | |
|---|---|---|---|---|
| | **LUMP SUM BID ITEMS** | | | |
| 1 | Pipe, SS 8" | 817 | lf | |
| 2 | Pipe Removed (8") | 817 | lf | |
| 3 | MH Frame & Cover, Replaced | 4 | ea | |
| 4 | Service Connection Repl (Relocated) | 1 | LS | |
| 5 | A/C Pavement Removed & Replaced | 6 | lf | |
| 6 | Conc Pvmt Rem & Repl (incl curb/gutter) | 58 | lf | |
| 7 | Concrete Approach Removed & Replaced | 56 | lf | |
| 8 | Fill, Flowable | 117 | lf | |
| 9 | Site Clearing | 1 | LS | |
| 10 | Site Restoration | 1 | LS | |
| | **MEASURED QUANTITY BID ITEMS** | | | |
| 11 | Service Reconnection, Sewer (4") | 23 | ea | |
| 12 | Service Reconnection, Sewer (6") | 1 | ea | |
| 13 | BMP, Erosion Control Mat | 44 | sy | |
| 14 | BMP, Back of Curb Protection | 20 | lf | |
| 15 | BMP, Curb Inlet Protection | 1 | ea | |
| | **Construction Subtotal** | | | |
| | Engineering & Inspection | | | |
| | Administration (3%) | | | |
| | Publication | | | |
| | **Total Estimated Cost** | | | $131,000.00 |

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

664017 (620712) 468-84981
Page_____

EXHIBIT_____

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Paving Improvements for Messiah Baptist Church Fourth Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On May 20, 2014, the City Council approved a petition for paving improvements to serve Messiah Baptist Church Addition, located north of 21st Street North, east of K-96. The City Council approved a revised petition on August 12, 2014, which split the financial responsibility between the City and the improvement district. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a revised petition with an increased budget. The signature on the petition represents 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

**Analysis:** The project will provide a westbound deceleration lane for traffic on 21st Street North. The improvements are an in-fill to an existing commercial development located north of 21st Street North, east of K-96.

**Financial Considerations:** The previously approved petition was for $180,000 and the revised petition total is $220,000. Previously, the City's share was $16,000. Under the revised petition, the City's share is now $21,150 and the improvement district will be assessed for the remainder. The funding source for the City's portion is General Obligation bonds.

**Legal Considerations:** The Law Department has reviewed and approved the revised petition and amending resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, revised petition, and amending resolution.

**766307**

**First Published in the Wichita Eagle on September 19, 2014**

**RESOLUTION NO. 14-281**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSPRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** 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 A **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSPRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 14-138** adopted on **May 20, 2014** and Resolution **No. 14-222** adopted on **August 12, 2014** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct a **left turn lane on 21st Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church (north of 21st Street North, east of K-96) 472-85168.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Twenty Thousand Dollars ($220,000)** exclusive of interest on financing and administrative and financing costs, with Twenty-One Thousand One Hundred Fifty Dollars ($21,150) payable by the City at large; and the remainder payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MESSIAH BAPTIST CHURCH 4TH ADDITION**
Lot 1, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq (the “Act”).

SECTION 9. 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 10. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 11. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 16th day of

September, 2014.

_____
CARL BREWER, MAYOR

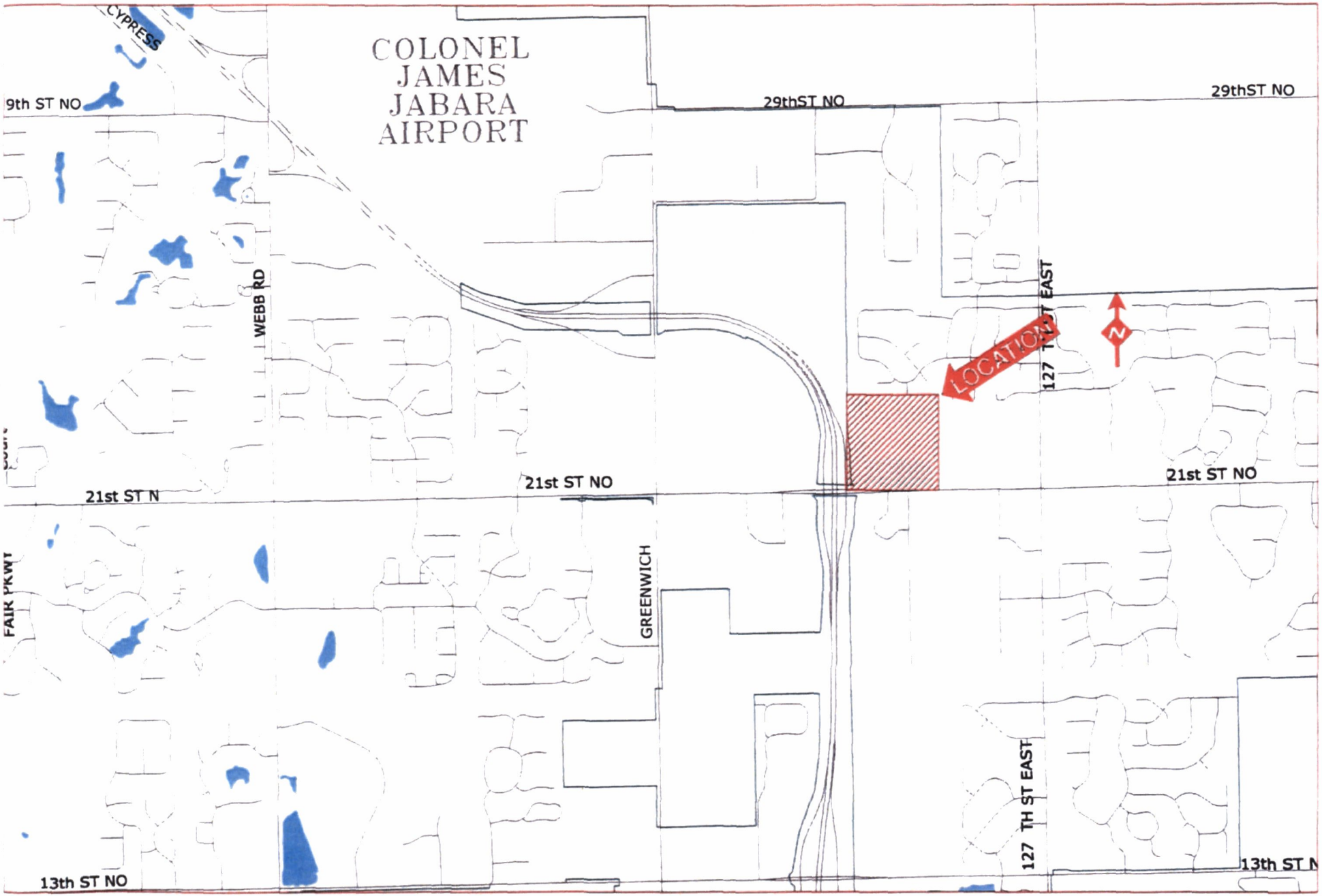
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY


COLONEL
JAMES
JABARA
AIRPORT
CYPRESS
9th ST NO
29thST NO
29thST NO
WEBB RD
127 TH ST EAST
LOCATION
N
21st ST N
21st ST NO
21st ST NO
FAIR PKWY
GREENWICH
127 TH ST EAST
13th ST NO
13th ST N

# Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 472-85168

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Sep 16, 2014 REQUEST DATE:

PROJECT # : 490325 PROJECT TITLE: 21st St N Turn Lanes for MBC 4th Addn

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st St N Turn Lanes for MBC 4th Addn

OCA # : 766307 OCA TITLE: 21st St N Turn Lanes for MBC 4th Addn

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

| Revenue Object Level 3 | Original Budget | Adjustment | New Budget |
|---|---|---|---|
| 9730 S.A. Bonds | $180,000.00 | $18,850.00 | $198,850.00 |
| 9720 G.O. Bonds | $16,000.00 | $5,150.00 | $21,150.00 |
| | $0.00 | $0.00 | $0.00 |
| | $0.00 | $0.00 | $0.00 |
| | $196,000.00 | $24,000.00 | $220,000.00 |

| Expense Object Level 3 | | | |
|---|---|---|---|
| 2999 Contractuals | $196,000.00 | $24,000.00 | $220,000.00 |
| | $0.00 | $0.00 | $0.00 |
| | $0.00 | $0.00 | $0.00 |
| | $0.00 | $0.00 | $0.00 |
| **Total Expense:** | $196,000.00 | $24,000.00 | $220,000.00 |

NOTES:

Print Form

**SIGNATURES REQUIRED**

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED
AUG 21 '14
CITY CLERK OFFICE

**PAVING PETITION**
**TURN LANES**

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-85168

MESSIAH BAPTIST CHURCH 4TH ADDITION
Lot 1, Block A;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed within the area described above, a left turn lane on 21st Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church to serve the area described above. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is Two Hundred Twenty Thousand Dollars ($220,000.00) exclusive of the cost of interest on borrowed money, with Twenty One Thousand One Hundred Fifty Dollars ($21,150.00) payable by the City at large; and the remainder payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 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.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property

described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|---|
| **MESSIAH BAPTIST CHURCH 4TH ADDITION**<br>Lot 1, Block A; Messiah Baptist Church 4th Addition, an addition to Wichita, Sedgwick County, Kansas. | **NEWSPRING CHURCH INC.**<br>By: _____<br>Billy Poore for NewSpring Church Inc. | |

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC ENGINEERING, INC.
Company

Authorized Signature Brian Lindebrook

411 N. Webb Road

Wichita, Kansas 67206
Address

(316) 684-9600
Telephone

Sworn to and subscribed before me this 21 day of August, 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Petition for Sidewalk in Oak Creek Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the petition and adopt the resolution.

**Background:** The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute 12-6a01.

**Analysis:** The project will provide a sidewalk along 21st Street North between Chateau and Oak Creek Parkways, in a new commercial development located south of 21st Street North, west of Greenwich Road.

**Financial Considerations:** The estimated project cost is $48,000, with 100% being assessed to the improvement district on a square foot basis.

**Legal Considerations:** The Law Department has reviewed and approved the petition and resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, petition, and resolution.

**132019**

**First Published in the Wichita Eagle on September 19, 2014**

**RESOLUTION NO. 14-282**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **SIDEWALK ALONG THE SOUTH SIDE OF 21ST STREET BETWEEN CHATEAU PARKWAY AND OAK CREEK PARKWAY, IN WICHITA, ALONG LOTS 1, 2 AND 3, BLOCK 2, OAK CREEK ADDITION (SOUTH OF 21ST, WEST OF GREENWICH) 472-85180** 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 A **SIDEWALK ALONG THE SOUTH SIDE OF 21ST STREET BETWEEN CHATEAU PARKWAY AND OAK CREEK PARKWAY, IN WICHITA, ALONG LOTS 1, 2 AND 3, BLOCK 2, OAK CREEK ADDITION (SOUTH OF 21ST, WEST OF GREENWICH) 472-85180** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **sidewalk along the south side of 21st Street between Chateau Parkway and Oak Creek Parkway, in Wichita, along Lots 1, 2 and 3, Block 2, Oak Creek Addition (south of 21st, west of Greenwich) 472-85180.**

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 **Forty-Eight Thousand Dollars ($48,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**OAK CREEK**
Lots 1, 2 and 4, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 16th day of

September, 2014.

_____
CARL BREWER, MAYOR

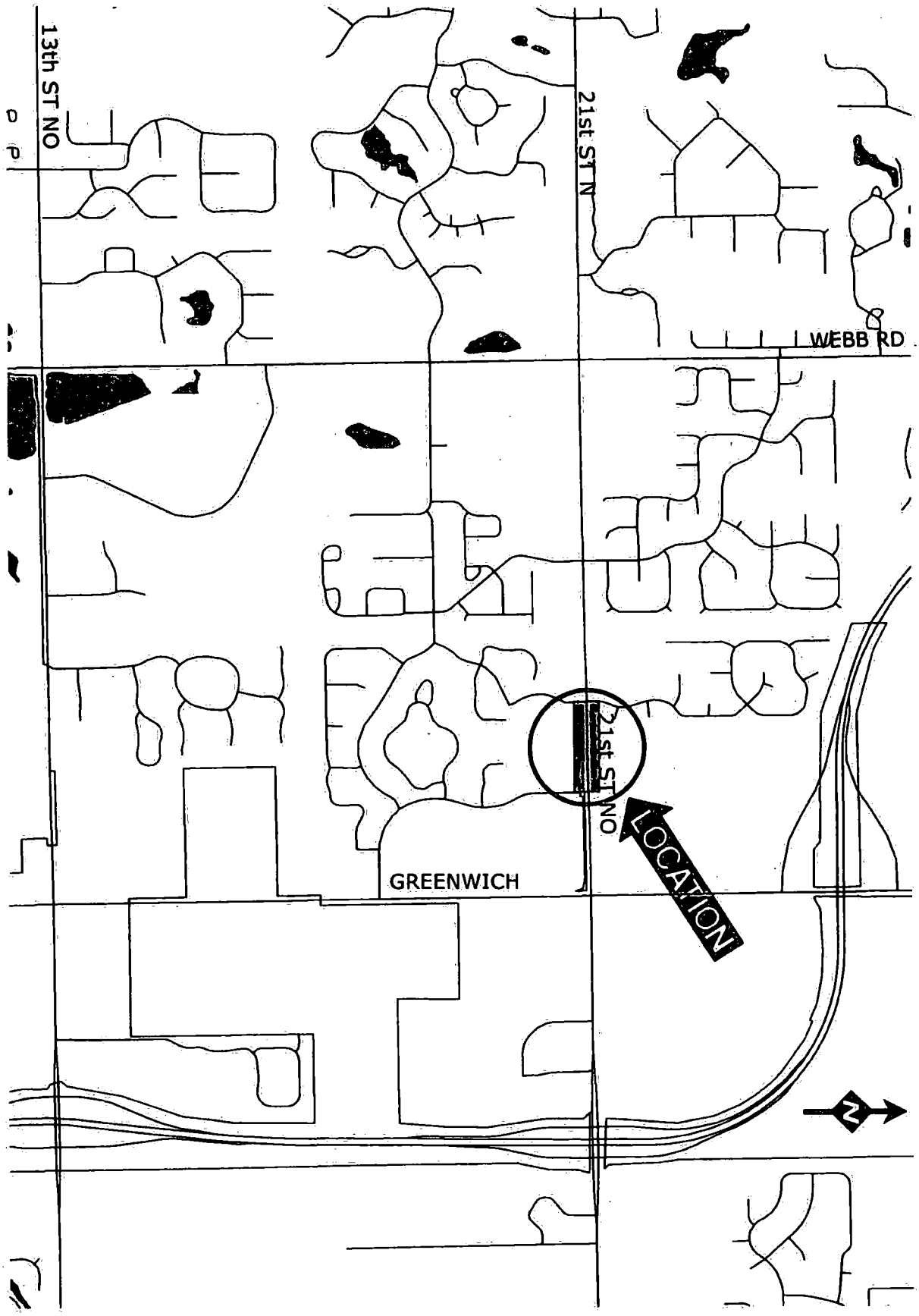
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY


WEBB RD
21st ST N
21st ST NO
LOCATION
GREENWICH
13th ST NO

# Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 472-85180

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Sep 16, 2014 REQUEST DATE:

PROJECT # : 490341 PROJECT TITLE: 21st St N Sidewalk in Oak Creek Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st St N Sidewalk in Oak Creek Addition

OCA # : 766320 OCA TITLE: 21st St N Sidewalk in Oak Creek Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

| REVENUE | | EXPENSE | |
|---|---|---|---|
| **Object Level 3** | **Budget** | **Object Level 3** | **Budget** |
| 9730 S.A. Bonds | $48,000.00 | 2999 Contractuals | $48,000.00 |
| | $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:** | $48,000.00 | **EXPENSE TOTAL:** | $48,000.00 |

NOTES: Hold for LOC

Print Form

**SIGNATURES REQUIRED**

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

4

# SIDEWALK PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-85180

**OAK CREEK**
Lots 1, 2 and 4, Block 2

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed a sidewalk along the south side of 21st Street between Chateau Parkway and Oak Creek Parkway, in Wichita, along Lots 1, 2 and 3, Block 2, Oak Creek Addition. That said sidewalk 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 **Forty-Eight Thousand Dollars ($48,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **June 1, 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 **square foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. 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.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|---|
| OAK CREEK | SLAWSON COMPANIES | |
| BLOCK 2<br>Lots 1, 2 and 4 | By: | 6/12/14 |
| | David A. Hambrick, Vice President | |

PEC Project No. 35-14407-5526
Sidewalk Petition - Slawson

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.

Joseph E. Hickle, P.E.
Project Manager

303 S. Topeka, Wichita, KS 67202

Address

(316) 262-2691

Telephone Number

Sworn to and subscribed before me this 26 day of June, 2014.

Deputy City Clerk

| | |
|---|---|
| ***Professional Engineering Consultants, P.A.***<br>303 S. Topeka<br>Wichita, Kansas 67202<br>Phone (316)262-2691 | **21st STREET SIDEWALK**<br>**CITY OF WICHITA, KS**<br><br>**PEC PROJECT NO. 35-14407-0042**<br><br>Prepared by: JEH<br>Estimate Date: 6/2/2014 |

**PEDESTRIAN SIDEWALK**
**CHATEAU PARKWAY TO**
**OAK CREEK PARKWAY**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | COST |
|---|---|---|---|---|---|
| 1 | CONTRACTOR CONSTRUCTION STAKING | 1 | LS | $ 3,000.00 | $ 3,000.00 |
| 2 | MOBILIZATION | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 3 | 800 LF OF 6 FOOT-4" CONCRETE SIDEWALK | 4800 | SF | $ 3.50 | $ 16,800.00 |
| 4 | WHEELCHAIR RAMPS | 2 | EA | $ 750.00 | $ 1,500.00 |
| 5 | TEMP. SEEDING | 0.53 | AC | $ 1,200.00 | $ 636.00 |
| 6 | TRAFFIC CONTROL | 1 | LS | $ 2,500.00 | $ 2,500.00 |
| 7 | EROSION CONTROL | 1 | LS | $ 3,000.00 | $ 3,000.00 |
| 8 | PERM. SEEDING | 0.53 | AC | $ 1,200.00 | $ 636.00 |
| 9 | | | | | $ - |
| 10 | | | | | $ - |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |

| | | |
|---|---|---|
| | Total Construction Estimate | $ 33,072.00 |
| 15% | Contingency Costs | $4,960.80 |
| 30% | Project Costs | $9,921.60 |
| | **Total Project Costs** | **$ 47,954.40** |

U:\Wichita-Civil\2014\14407\000\Muni\Estimates\21st SIDEWALK COST ESTIMATE FORM.xlsx

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Fox Ridge Plaza Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** On May 6, 2014, the City Council approved petitions for paving and sanitary sewer improvements to serve a new residential development located south of 37th Street North, east of Maize Road.

**Analysis:** The proposed agreement between the City and MKEC Engineering provides for design of the improvements. In accordance with Administrative Regulation 1.10, MKEC is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of $51,700, and will be paid by special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING, INC.

for

FOX RIDGE PLAZA ADDITION

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**LATERAL 2, MAIN 6, NORTHWEST INTERCEPTOR SEWER** serving Lots 1 through 8, Block 1, Fox Ridge Plaza Addition (south of 37th St N, east of Maize Rd) (Project No. 468-84951_744371).

**34th STREET NORTH** serving Lots 1 through 8, Block 1, Fox Ridge Plaza Addition (south of 37th St N, east of Maize Rd) (Project No. 472-85166_766317).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fox Ridge Plaza Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; 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 control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

| | |
|---|---|
| **Project No. 468 84951** | $ 35,500.00 |
| **Project No. 472 85166** | $ 16,200.00 |
| **TOTAL** | $ 51,700.00 |

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the project.
4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law & City Attorney

MKEC ENGINEERING, INC.

_____
(Name/Title)
Gregory J. Allison, P.E., Vice President

ATTEST:

Cynthia A. Womack, Admin. Asst.

**EXHIBIT "A"**

# SCOPE OF SERVICES

Sewer & Paving Improvements to Fox Ridge Plaza Addition
(south of 37th St N, east of Maize Rd)
**(Project No. 468-84951; 472-85166)**

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A".**

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. 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.
2. Storm Water Pollution Prevention. 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".**
3. Soils and Foundation Investigations. The CITY may authorize the 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 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.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, 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 final 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.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, 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 Consultants' Design Team.
8. Property Acquisition. 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 setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

9. 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", 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.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. 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.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. 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.
15. 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.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, 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 120 days from NTP.
    (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 120 days from NTP.

## Attachment No. 1 to Exhibit "A" – 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, prior to bidding. 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 Division
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 also 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. Bidding erosion control as "1 LS" is not allowed.

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" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:** ☐

**UTILITY:** _____ **Checked by**_____ **on** _____

**Utility Location:**

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Other (please describe)

**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: _____

**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

_____

_____

**Additional Information requested from Consultant:** _____

_____

**Please email this form on or before** ☐ **to:** ☐

**If relocation is necessary:**

**Estimated clear date:**_____

**Completed by** _____**(utility representative) on** _____**(date)**

**Upon completion of relocation:**

**Relocation complete on:**_____

**Completed by** _____**(utility representative) on** _____**(date)**

## Attachment No.4 to Exhibit "A" - Scope of Services

| Individual Project Name (i.e., Amidon, 21st to 29th Street North) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Current Date | KDOT 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 | Kallman | Ken Lee/ Ruggles & Böhm | 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:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| Black Hills |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| AT&T |
| Location in Project:<br>(Describe Existing<br>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:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| Other |
| Location in Project:<br>(Describe Existing<br>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, suppli-

er, 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.

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Siena Lakes Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** On September 9, 2014, the City Council approved petitions for paving, water, sanitary sewer, and storm water sewer improvements to serve a new residential development located south of 37th Street North, west of Hoover.

**Analysis:** The proposed agreement between the City and Ruggles & Bohm provides for design of the improvements. In accordance with Administrative Regulation 1.10, Ruggles & Bohm is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** Payment to Ruggles & Bohm will be on a lump sum basis of $98,000 and will be paid by special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SIENA LAKES ADDITION

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90636** serving Lots 4 through 13, Block 3, Lots 5 through 23, Block 4, Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 448-90636_735514).

**LATERAL 542, SOUTHWEST INTERCEPTOR SEWER** serving Lots 1 through 13, Block 3, Lots 5 through 23, Block 4, Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 468-84969_744372).

**STORM WATER SEWER NO. 684** serving Lots 1 through 8 and Lots 10 through 26, Block 1, Lots 1 through 5, Block 2, Lots 1 through 23, Block 3, Lots 1 through 23, Block 4, Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 468-84971_751526).

**SIENA LAKES STREET** from the east line of Lot 5, Block 4 to the south line of 37th Street North; **SIENA LAKES COURT** from the west line of Siena Lakes Street through and including cul-de-sac, Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 472-85175_766321).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Siena Lakes Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A").**

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A".**

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; 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 control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the per-

son designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A".**

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

| | |
|---|---|
| **Project No. 448 90636** | **$ 5,900** |
| **Project No. 468 84969** | **$ 14,600** |
| **Project No. 468 84971** | **$ 53,700** |
| **Project No. 472 85175** | **$ 23,800** |
| **TOTAL** | **$ 98,000** |

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the project.
4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this agreement, that it is not intended by any of the provisions of any part of this agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

.

_____
(Name/Title)

ATTEST:

_____

**EXHIBIT "A"**

# SCOPE OF SERVICES

Siena Lakes Addition
(south of 37th St. N., west of Hoover)
**(Project No. 448-90636, 468-84969, 468-84971, 472-85175)**

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A".**

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. 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.
2. Storm Water Pollution Prevention. 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".**
3. Soils and Foundation Investigations. The CITY may authorize the 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 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.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, 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 final 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.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A".** The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, 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 Consultants' Design Team.
8. Property Acquisition. 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 setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

9. 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", 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.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. 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.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. 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.
15. 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.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, 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 _____.

    (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by _____.

## Attachment No. 1 to Exhibit "A" – 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, prior to bidding. 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 Division
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 also 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. Bidding erosion control as "1 LS" is not allowed.

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

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:** ☐

**UTILITY: _____ Checked by_____ on _____**

**Utility Location:**

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Other (please describe)

**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: _____

**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

_____

_____

**Additional Information requested from Consultant: _____**

_____

**Please email this form on or before** ☐ **to:** ☐

**If relocation is necessary:**

**Estimated clear date:_____**

**Completed by _____(utility representative) on _____(date)**

**Upon completion of relocation:**

**Relocation complete on:_____**

**Completed by _____(utility representative) on _____(date)**

**Attachment No.4 to Exhibit "A" - Scope of Services**

| Individual Project Name (i.e., Amidon, 21st to 29th Street North) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Current Date | KDOT 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 | Kallman | Ken Lee/ Ruggles & Bohm | 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:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| **Black Hills** |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| **AT&T** |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |

| |
|---|
| **Cox** |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| **Water** |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| **Sewer** |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |

| Stormwater |
| --- |
| Location in Project:<br>(Describe Existing<br>Facilities) |
| Relocation Needs: |
| Comments: |
| **Other** |
| Location in Project:<br>(Describe Existing<br>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 agreement, 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 agreement, 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, suppli-

er, 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.

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 7 for K-96 and Greenwich Interchange (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the change order.

**Background:** On January 7, 2014, the City Council approved a final construction budget for improvements to the interchange at K-96 & Greenwich. A construction contract with Dondlinger & Sons Construction, Inc. was approved by the City Council on February 4, 2014. Construction began in March 2014. The following change orders have been processed or approved by the City Council for this project to date. None of the change orders resulted in an extension of the contract completion time.

Change Order History

| Change Order | Date Processed or Approved | What Was Provided | Cost |
|---|---|---|---|
| No. 1 | April 1, 2014 | Installation of a concrete cap over NuStar Energy's high pressure gas main to provide minimum coverage as required by the Kansas Department of Transportation (KDOT) and the utility. Originally, the gas main was to be relocated by NuStar at a cost to the City of $30,000. The concrete cap method was determined feasible after field measurements were obtained, resulting in significant time and cost savings. | $8,545 |
| No. 2 | April 17, 2014 | Changed overhead sign structure footings as required by KDOT. Incorrect footing details were provided during design and later revised by KDOT during review of shop drawings. | $9,575 |
| No. 3 | May 2, 2014 | Installation of 50 additional feet of concrete cap over NuStar's high pressure gas main, granular backfill for wingwalls, and extension of a fire hydrant water main. The additional concrete cap and granular backfill were required due to adjusted measurements and the fire hydrant extension was required to maintain proper grade. | $4,754 |
| No. 4 | July 15, 2014 | Construction of sanitary sewer main extensions required for two adjacent developments. The platting and utility plans for the developments were not finalized until after construction plans for the interchange were complete. Constructing these improvements with the interchange project will provide cost savings by preventing future damage to the new pavement. | $40,891 |

Change Order History Continued

| Change Order | Date Processed or Approved | What Was Provided | Cost |
|---|---|---|---|
| No. 5 | June 27, 2014 | Installation of erosion wattles and filters to foster grass growth in the newly seeded, sloping areas of K-96. Sufficient grass coverage must be achieved before KDOT will assume responsibility for maintenance of these areas. | $9,655 |
| No. 6 | July 10, 2014 | Adjustment of measured quantity for temporary asphalt bid item based on final field measurements. | $6,072 |
| | | Original contract amount | $6,761,573 |
| | | **Total contract cost to date** | **$6,841,065** |

**Analysis:** The interchange includes two intersections where each set of ramps come together. The ramps and intersections were designed as non-reinforced concrete pavement with dowel bars at pavement joints, per KDOT standards. However, reinforced concrete pavement is the current City standard for intersection pavement and is necessary due to traffic movement in multiple directions and the loads exerted by vehicle turning movements. Final plan review between City staff and KDOT failed to recognize the discrepancy. A change order has been prepared to provide the addition of welded wire fabric to the concrete pavement intersections as needed to meet City standards and maintain proper load-bearing capacity. No adjustment to the contract completion time is necessary.

**Financial Considerations:** The cost of the additional work is $15,402, which brings the contract total to $6,856,467. This change order plus previous change orders represents 1.4% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. The additional work will be funded through the Sales Tax and Revenue (STAR) bond district or General Obligation bonds available in the existing approved budget.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 7.

PUBLIC WORKS-ENGINEERING

**August 19, 2014**

**CHANGE ORDER**

**To: Dondlinger & Sons Construction Co., Inc.**
**Change Order No.: 7**
**Purchase Order No.: 440135**
**CHARGE TO OCA No.: 707041**

**Project: K-96 & Greenwich Interchange**
**Project No.: 472-85066**
**OCA No.: 707041/620661**
**PPN: 211506/774069**

**Please perform the following extra work at a cost not to exceed $15,402.00**

**Additional Work: Add 6" x 12", W4 x W4 welded wire fabric to the concrete pavement intersections.**

**Reason for Additional Work: Both ramp intersections were designated as non-reinforced concrete pavement with dowel bars at pavement joints, which is the standard design for concrete pavement carrying vehicle loads in a single direction. Reinforced concrete pavement is the current City standard for intersection pavement and is necessary due to traffic movement in multiple directions and the loads exerted by vehicle turning movements.**

| Line # | KDOT | #Item | Negotiated/ Bid | Qty | Unit Price | Extension |
|---|---|---|---|---|---|---|
| 197 | N.A. | Welded wire fabric | Negot'd | 1 LS | $15,402.00 | $15,402.00 |
| | | | | | Total = | $15,402.00 |

**CIP Budget Amount:** **$10,250,000.00 (707041)**
**$90,000.00 (620661)**

**Original Contract Amt.:** ..... $6,761,573.16

**Consultant:** PEC
**Total Exp. & Encum. To Date:** **$8,718,405.81**
**CO Amount:** **$15,402.00**
**Unencum. Bal. After CO:** **$1,516,192.19**

**Current CO Amt.:** ..... $15,402.00
**Amt. of Previous CO's: ..... $79,492.00**
**Total of All CO's: ..... $94,894.00**
**% of Orig. Contract / 25% Max.: ..... 1.40%**
**Adjusted Contract Amt.: ..... $6,856,467.16**

**Recommended By: James Wagner, P.E.**

**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:**

**By Order of the City Council:**

**Sharon L. Dickgrafe** **Date**
**Interim Director of Law and City Attorney**

**Carl Brewer** **Date**
**Mayor**

**Attest:_____**
**City Clerk**

**CITY OF WICHITA**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council

**SUBJECT:** Grant of Right-of-Way Across City-Owned Property at 2423 West Irving (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the grant of right-of-way.

**Background:** As part of the project to improve Meridian from Orient to McCormick, Westar, also known as Kansas Gas and Electric (KG&E), is relocating a distribution line out of the new right of way. The new alignment requires a ten-foot wide easement across the City-owned parcel located at 2423 West Irving. This parcel serves as the location for a City fire station. The easement is across the west ten feet of the property and does not impact the structure.

**Analysis:** The easement impacts 1,500 square feet. In lieu of compensation for the easement, KG&E has offered to relocate the new lines underground at the site. This will eliminate any chance of fire equipment coming in contact with the lines. An easement of this type in this area would have nominal value. If any future public use requires the relocation of the lines, KG&E will relocate the lines at its own cost.

**Financial Considerations:** The City will receive no monetary compensation for the grant of right-of-way.

**Legal Considerations:** The Law Department has reviewed and approved the grant of right-of-way agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the grant of right-of-way and authorize all necessary signatures.

**Attachments:** Grant of right-of-way, aerials, and tract maps.

# 2423 West Irving

Identified Features

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-DEDATA.ORTH-O1FT

SDERASTER.S-DEDATA.ORTH-O

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar ($l.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto KANSAS GAS AND ELECTRIC COMPANY, (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

SEE EXHIBIT A attached hereto and made a part hereof.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines subject to the approval of the Grantor. Grantee shall at its election have the right to remove said trees, limbs, and brush. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the "Westar Transmission Line Construction Specification Manual", current edition.

Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of $500,000.00.

This easement is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the easement herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or easements to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three

disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2014.

City of Wichita
By Direction of the City Council

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS )
) SS:
SEDGWICK COUNTY )

This instrument was acknowledged, before me this_____Day of_____, 2014, by Carl Brewer, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

_____
Notary Public

SEAL

My Appointment Expires:_____

APPROVED AS TO FORM:

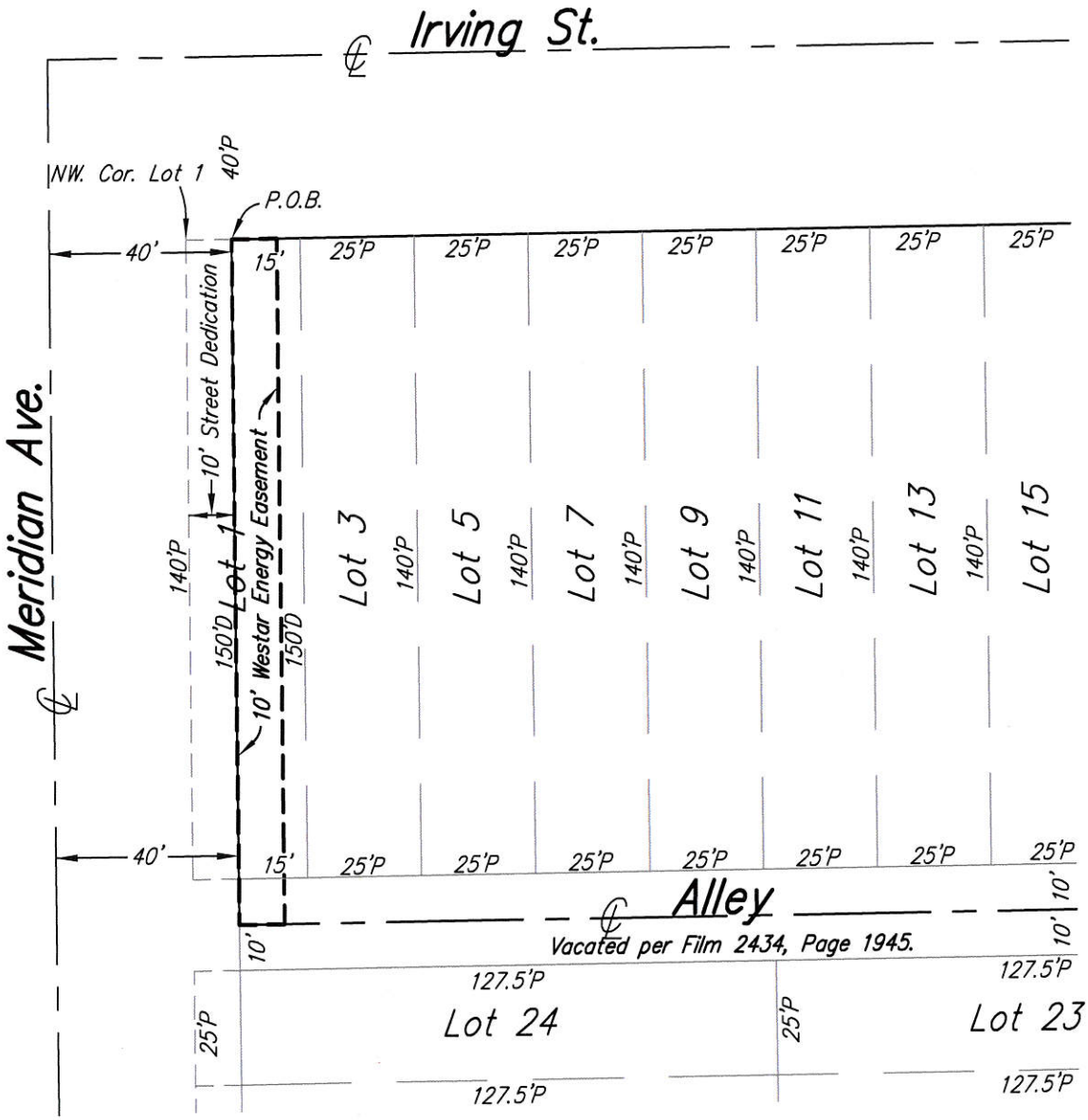
_____
Sharon L. Dickgrafe, Interim Director of Law

**Savoy Company, P.A.**
433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com



# Exhibit "A"




N

1" = 40'

LEGEND:

P = Platted
D = Described

August 28, 2014
PROJECT NO. 14HH14738 W

Description:
Beginning at a point 10 feet East of the N.W. Corner of Lot 1, on Lincoln now Irving Street in Garfield Addition to Wichita, Sedgwick County, Kansas; thence South, along the East line of Meridian Avenue being parallel with the West line of said Lot 1, 150 feet to the centerline of the vacated Alley (Film 2434, Page 1945); thence East, along said centerline of Alley, 10 feet; thence North, parallel with the West line of said Lot 1, 150 feet to the North line of said Lot 1; thence West, 10 feet to the point of beginning.

*Mark A. Savoy* — *Land Surveyors* — *Brian N. Savoy*

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Purchase of Paratransit Vans (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the purchase of five Ford E-450, Aerotech 220/158" wheelbase, Triton 6.8L Gas Engine with 44T transmission, Paratransit Vans from an existing contract with Kansas Truck Equipment Co.

**Background:** Wichita Transit operates a fleet of twenty-three Paratransit Vans. In 2014, five 2008 Paratransit Vans are eligible for replacement. These vehicles have been included in Wichita Transit's fleet replacement schedule and the City's adopted capital improvement program.

**Analysis:** The useful life expectancy for Paratransit Vans has been established by the Federal Transit Administration (FTA) at five years. Replacement of vans that are beyond their useful life will result in better control over maintenance costs and improvement in service dependability.

In October of 2009 a procurement contract for Paratransit Vans was approved by City Council. This contract allows for additional vans to be purchased over a five year period. The procurement process followed COW Purchasing Policies and Procedures and was awarded to Kansas Truck and Equipment Co. The planned delivery time for this van order is five months.

**Financial Consideration:** The cost per vehicle for this procurement is $69,440. The total cost to acquire five vans with the necessary enhancements is $347,200. The funding breakdown for this procurement is $28,859.36 from Progressive Northwestern Insurance Company reimbursement, $270,589 federal portion (85%) and $47,752 (15%) local match. The local match will be cash. This acquisition is included in the City's 2011-2020 Adopted Capital Improvement Program for 2014.

**Legal Consideration:** The City's Law Department has reviewed and approved the procurement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the purchase of five vans from Kansas Truck Equipment Co. and authorize the Purchasing Manager to execute a purchase order.

**Attachments:** None.

# CONTRACTS & AGREEMENTS
# BLANKET PURCHASE ORDERS RENEWAL OPTIONS
# AUGUST 2014

| COMMODITY TITLE | EXPIRATION DATE | VENDOR NAME | DEPARTMENT | ORIGINAL CONTRACT DATES | RENEWAL OPTIONS REMAINING |
|---|---|---|---|---|---|
| Actuarial Consulting Services for Wichita Employees Retirement Systems and Police and Fire Retirement Systems | 8/31/2015 | Cavanaugh MacDonald Consulting, LLC | Finance | 9/1/2013 - 8/31/2014 | 3 - 1 year options |
| Applicant Tracking Software System (Electronic) | 8/31/2015 | GovernmentJobs.com.Inc.dba NEOGOV | Human Resources | 9/1/2009 - 8/31/2010 | Last option |
| Auditing Services | 8/31/2015 | Allen, Gibbs & Houlik LC | Finance | 9/1/2013 - 8/31/2014 | 3 - 1 year options |
| Batteries, Flashlight | 8/31/2015 | Star Electric Supply, Inc. | Various | 9/1/2012 - 8/31/2013 | Last option |
| Bus Transportation for Summer Recreation Programs | 8/31/2014 | First Student, Inc. | Park & Recreation | 5/28/2013 - 8/9/2013 | 1 - 1 year option |
| Cement, Portland | 8/31/2015 | M6 Concrete Accessories Co., Inc. | Public Works & Utilities | 9/7/2012 - 8/31/2013 | Last option |
| Delinquent Account Collections | 8/31/2015 | Professional Finance Company, Inc. | Finance Dept., Public Works & Utilities Dept. & Housing & Community Services | 9/1/2012 - 8/31/2013 | 1 - 1 year option |
| Electrical Repairs | 8/31/2015 | Shelley Electric, Inc. | Various | 9/1/2012 - 8/31/2013 | Last option |
| Lime Sludge Residuals Removal - Dry | 8/31/2014 | S. L. Cornelsen Farms, Inc. dba South Central Kansas Lime | Public Works & Utilities | 8/3/2011 - 8/31/2012 | 2 - 1 year options |
| Lime Sludge Residuals Removal - Liquid | 8/31/2015 | AG Services, Inc. | Public Works & Utilities | 8/3/2011 - 8/31/2012 | 1 - 1 year option |
| Paging Service (One Way) | 8/31/2015 | American Messaging Services, LLC | IT / IS | 9/1/2012 - 8/31/2013 | Last option |
| Paper Products, Groups 1, 6 & 8 | 8/31/2015 | Southwest Paper Company, Inc. | Various | 9/1/2013 - 8/31/2014 | 1 - 1 year option |
| Paper Products, Groups 2, 4 & 5 | 8/31/2014 | Massco, Inc. | Various | 9/1/2013 - 8/31/2014 | 2 - 1 year options |
| Paper Products, Groups 3, 7, 9 and 10 | 8/31/2015 | Lafe T Williams & Associates, Inc. dba Williams Janitorial Supply Warehouse | Various | 9/1/2013 - 8/31/2014 | 1 - 1 year option |
| Parking - Operation & Management of City of Wichita Parking Garages & Lots | 8/31/2015 | The Car Park, Inc | City Manager | 09/01/2010-08/31/2011 | Last option |
| Pre-Employment Physical Examinations and Substance Abuse Screens | 8/31/2015 | Via Christi Rehabilitation Center Inc. dba Via Christi Occupational and Immediate Care | Human Resources | 9/1/2013 - 8/31/2014 | 3 - 1 year options |
| Sewer High Pressure Cleaning Hose | 8/31/2015 | JGB Enterprises, Inc. | Public Works & Utilities | 9/1/2013 - 8/31/2014 | 1 - 1 year option |
| Ultraviolet Light Replacement Equipment for Sewage Treatment Plant 2 Disinfection System and Cowskin Creek Water Quality Reclamation Facility | 8/31/2015 | Ray Lindsey Company | Public Works & Utilities | 9/11/2012 - 8/31/2013 | Annual basis |
| Uniforms - Airport Utility | 8/31/2015 | Industrial Uniform Co., LLC dba Logo Depot | Airport | 8/28/2012 - 8/31/2013 | Last option |
| Uniforms (for Public Works & Utilities, Various Water Divisions) | 8/31/2015 | Industrial Uniform Co., LLC dba Logo Depot | Public Works & Utilities | 9/1/2012 - 8/31/2013 | Last option |

# PROFESSIONAL CONTRACTS UNDER $25,000
# AUGUST 2014

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## ANNUAL MAINTENANCE CONTRACTS OVER $25,000
## DIRECT PURCHASE ORDERS FOR AUGUST 2014

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** 2015 Employee Health and Vision Insurance

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the 2015 employee health and vision insurance working rates.

**Background:** The City's health insurance and prescription drug program has been self-insured and managed through a third party administrator (TPA) since January 1, 2007. On August 19, 2014, the City Council approved self-insuring the vision benefits program in a similar manner beginning January 1, 2015.

The City contracts with a benefit consultant, IMA, Inc., to monitor the programs, recommend plan modifications, facilitate cost containment programs and provide rate analysis for recommended funding and premium (working rate) charges. The City also utilizes a Health Insurance Advisory Committee (HIAC) to oversee the programs, recommend program renewals or modifications to existing programs, and recommend changes in health coverage and costs, as required. The Committee includes representatives from the Fraternal Order of Police Local 105, International Association of Firefighters Local 135, Service Employees International Local 513, Teamsters Local 795, Employees Council (non-union) and other City staff.

**Analysis:**

The City's health, prescription and vision plans are all self-funded, meaning that the City pays the actual cost of claims, third-party administrative fees, as well as other external fees representing direct costs to the Plan. IMA has calculated the 2015 premium equivalents for the City's Premium PPO Plan and the Select PPO Plan medical plans, including corresponding vision plans. The rates for both plans, including vision, are based on actual and forecasted medical and vision trend assumptions. Items used to calculate the trend assumptions establishing the 2015 working rates include:

- Coventry of Kansas' TPA fees
- Catamaran's TPA fees
- Vision Services Plan's TPA fees
- Wellness costs
- Stop-loss insurance
- Healthcare Reform Reinsurance fees
- Expected cost of claims

**Financial Considerations:** Based on the actuarial trend analysis, IMA and the HIAC recommend a 5.0% increase in the premium equivalent rates for both the 2015 Premium and Select Health Plans. This rate increase compares favorably to regional and national trends currently experiencing rates between 7% and 10%.

The 2015 employee health and vision insurance rate comparison is as follows:

| HEALTH/RX/VISION | 2014-CURRENT | | | 2015 ENROLLMENT | | |
|---|---|---|---|---|---|---|
| | **Monthly Rate** | **City Cost** | **Employee Cost** | **Monthly Rate** | **City Cost** | **Employee Cost** |
| *Premium PPO* | | | | | | |
| INDIVIDUAL | $475.66 | $380.52 | $95.14 | $498.74 | $399.00 | $99.74 |
| FAMILY | $1,423.43 | $1,138.75 | $284.68 | $1,492.41 | $1,193.93 | $298.48 |
| | | | | | | |
| *Select PPO* | | | | | | |
| INDIVIDUAL | $392.13 | $362.33 | $29.80 | $411.21 | $379.97 | $31.24 |
| FAMILY | $1,172.81 | $1,084.15 | $88.66 | $1,229.78 | $1,136.84 | $92.94 |

**Legal Considerations:** The Summary Plan Description has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council, based on the recommendations of the Health Insurance Advisory Committee and the City's benefit consultant, IMA, Inc.: (1) approve the 2015 premium equivalent rates for the Premium PPO, Select PPO and Vision plans; and (2) authorize the necessary signatures.

**City of Wichita**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council Members

**SUBJECT:** Approval to Submit an Application for an Environmental Protection Agency Brownfields Assessment Grant for the Former Railroad/Pearl Street Corridor in Delano (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Consent

---

**Recommendation:** Approve submittal of the application and authorize the necessary signatures.

**Background:** Historical maps show that from approximately 1914 through 1995, the Pearl Street corridor (located north of Douglas Avenue from Dodge Avenue to the Arkansas River in the Delano Neighborhood) was used as an active railroad corridor. After 1995, the railroad corridor was abandoned. The corridor currently consists of a mix of public property and public rights-of-way.

On March 6, 2001, the Wichita City Council adopted the Delano Neighborhood Revitalization Plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan. The plan recommends that the triangular area at the heart of the neighborhood and the abandoned railway be developed as a park and pathway connection to the Arkansas River.

In June 2005, a Phase II Environmental Assessment for the former railroad/Pearl Street corridor from Martinson Avenue to McLean Boulevard was completed. Soil samples collected as part of the assessment showed the presence of arsenic, lead and other toxic substances at above acceptable residential risk levels at various locations.

In 2003, 2005, 2007 and 2009, the City of Wichita submitted funding applications to the Kansas Department of Transportation for construction of a shared-use path within the corridor. In 2009, the City also submitted an application to the Kansas Department of Wildlife and Parks for construction funding. None of these applications were successful.

On January 6, 2009, the Wichita City Council adopted the Wichita Parks, Recreation, and Open Space Plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan. The plan recommends that a pathway be developed within the corridor, and identified the proposed Delano Neighborhood Pathway as one of the top seven priorities for the City. On July 18, 2011, the Park Board identified the Delano Neighborhood Pathway as the number one priority pathway.

On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan recommends the development of a shared-use path within the corridor.

On January 14, 2014, the Wichita City Council authorized staff to apply for a FY14 Environmental Protection Agency (EPA) Brownfields Assessment Grants. The proposal was submitted, but was not awarded funding.

**Analysis:** The Environmental Protection Agency (EPA) Brownfields Assessment Grants fund the inventory, characterization, assessment and planning of brownfield sites. The grant application deadline for the Federal Fiscal Year 2015 grants is September 22, 2014. The project period for the assessment grants is up to three years.

City staff recommends that the City apply for funding to undertake a civic project to:

- engage stakeholders (i.e. adjacent businesses, property owners, residents, etc.),
- identify preferred future use(s) of the corridor,
- determine the best methods for preventing exposure to the toxic substances,
- develop conceptual design plans for the corridor,
- estimate costs of proposed improvements, and
- identify implementation steps.

**Financial Considerations:** The EPA Brownfields Assessment Grant covers the full cost of the project, with up to $200,000 per site. There is no required local cost share for the assessment grants.

**Legal Considerations:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the submittal of a Brownfields Assessment Grant application to the EPA for the former railroad/Pearl Street corridor in the Delano Neighborhood and authorize the necessary signatures.

**Attachments:** None

**CITY OF WICHITA**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council

**SUBJECT:** Grant of Right-of-Way across City-Owned Property at Maple and Elder, Irving and Young, and Walker and Young (Districts IV and VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the grant of right-of-way.

**Background:** As part of the project to improve the Kellogg-I-235 interchange, Westar, also known as Kansas Gas and Electric (KG&E), is relocating a transmission line located immediately east of I-235 to a new corridor outside the construction area. The new corridor crosses three City-owned parcels. One is located at the northeast corner of Maple and Elder, one is located between Kellogg and Irving at approximately Young and one is south of Walker between Sabin and Anna. The first two parcels are undeveloped. The third is developed as dry retention. The easement will not impact the parcel's use as a retention area.

**Analysis:** The easements are approximately 50 feet wide and impact a total of 50,282 square feet. Due to their location on the parcels, the easement should not impact the future marketability of the two vacant tracts nor do they impact the utilization of the third tract for drainage. If any future public use requires the relocation of the lines, KG&E will relocate the lines at its own cost. The permitted area does not impact the marketability of the property. The easement areas were valued based on estimated fee simple values of similar property in the area at between $1and $2 per square foot for a total value of $94,300. KG&E has agreed to pay this amount.

**Financial Considerations:** The City shall receive $94,300 less closing expenses for the grant of right-of-way.

**Legal Considerations:** The Law Department has reviewed and approved the grant of right-of-way agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the grant of right-of-way and authorize all necessary signatures.

**Attachments:** Grant of right-of-way, aerials, and tract maps.

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto KANSAS GAS AND ELECTRIC COMPANY, (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

SEE EXHIBITS SG-018, SG-020, SG-023, SG-029.6, SG-030 and SG-068 attached hereto and made a part hereof.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines subject to the approval of the Grantor. Grantee shall at its election have the right to remove said trees, limbs, and brush. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever

practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the "Westar Transmission Line Construction Specification Manual", current edition. Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of $500,000.00.

This easement is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the easement herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or easements to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2014.

City of Wichita
By Direction of the City Council

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS )
) SS:
SEDGWICK COUNTY )

This instrument was acknowledged, before me this_____Day of_____, 2014, by Carl Brewer, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

_____
Notary Public

SEAL

My Appointment Expires:_____

APPROVED AS TO FORM:
Sharon L. Dickgrafe / MV
Sharon L. Dickgrafe, Interim Director of Law

# EXHIBIT A

PAGE 1 OF 2

LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

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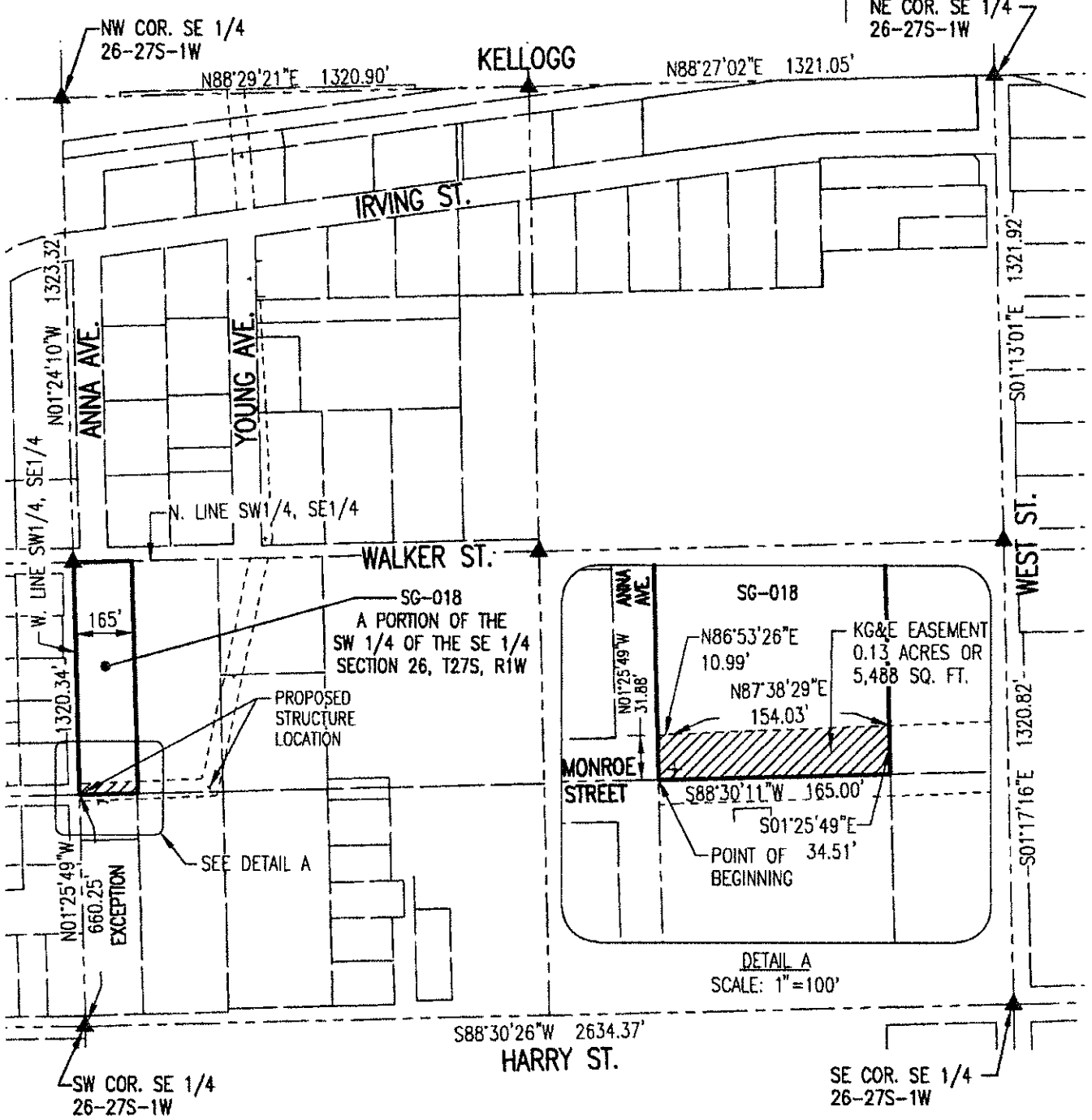


PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | THE CITY OF WICHITA, KS | SG-018 | DATE: AUG. 7, 2014 |

August 7, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-018
OWNER: THE CITY OF WICHITA, KS

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 26; thence bearing North 1°25'49" West along the west line of the Southwest Quarter of the Southeast Quarter of said Section 26, for a distance of 660.25 feet to the Point of Beginning; thence continuing on said bearing of North 1°25'49" West along said west line for a distance of 31.88 feet; thence bearing North 86°53'26" East for a distance of 10.99 feet; thence bearing North 87°38'29" East for a distance of 154.03 feet to a point 165 feet East of said west line; thence bearing South 1°25'49" East, parallel with said west line, for a distance of 34.51 feet; thence bearing South 88°30'11" West for a distance of 165.00 feet to the Point of Beginning.

Encompassing 0.13 acres more or less (5,488 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
8/7/14
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

# EXHIBIT A

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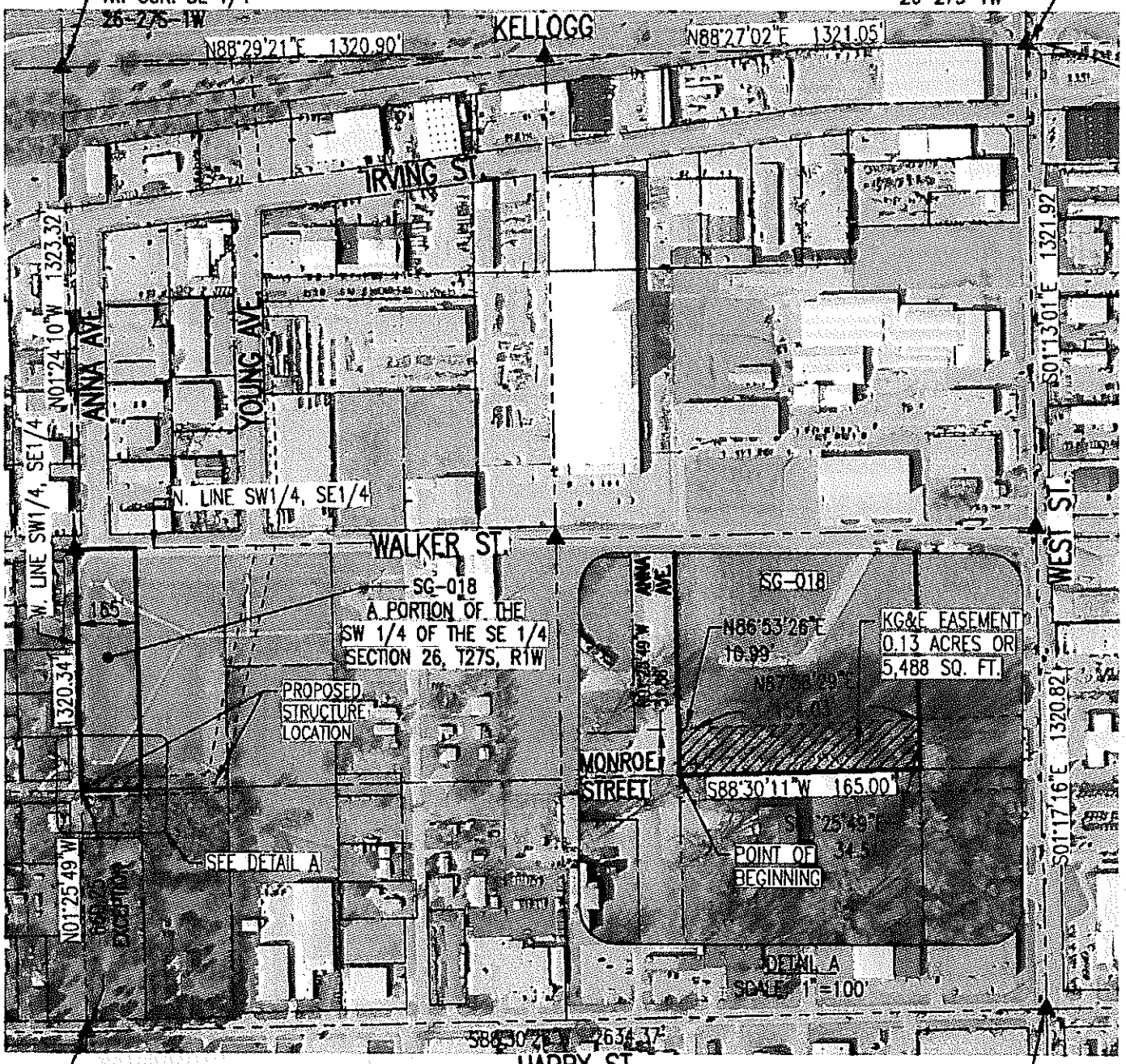


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138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | THE CITY OF WICHITA, KS | SG-018 | DATE: AUG. 7, 2014 |

# EXHIBIT A

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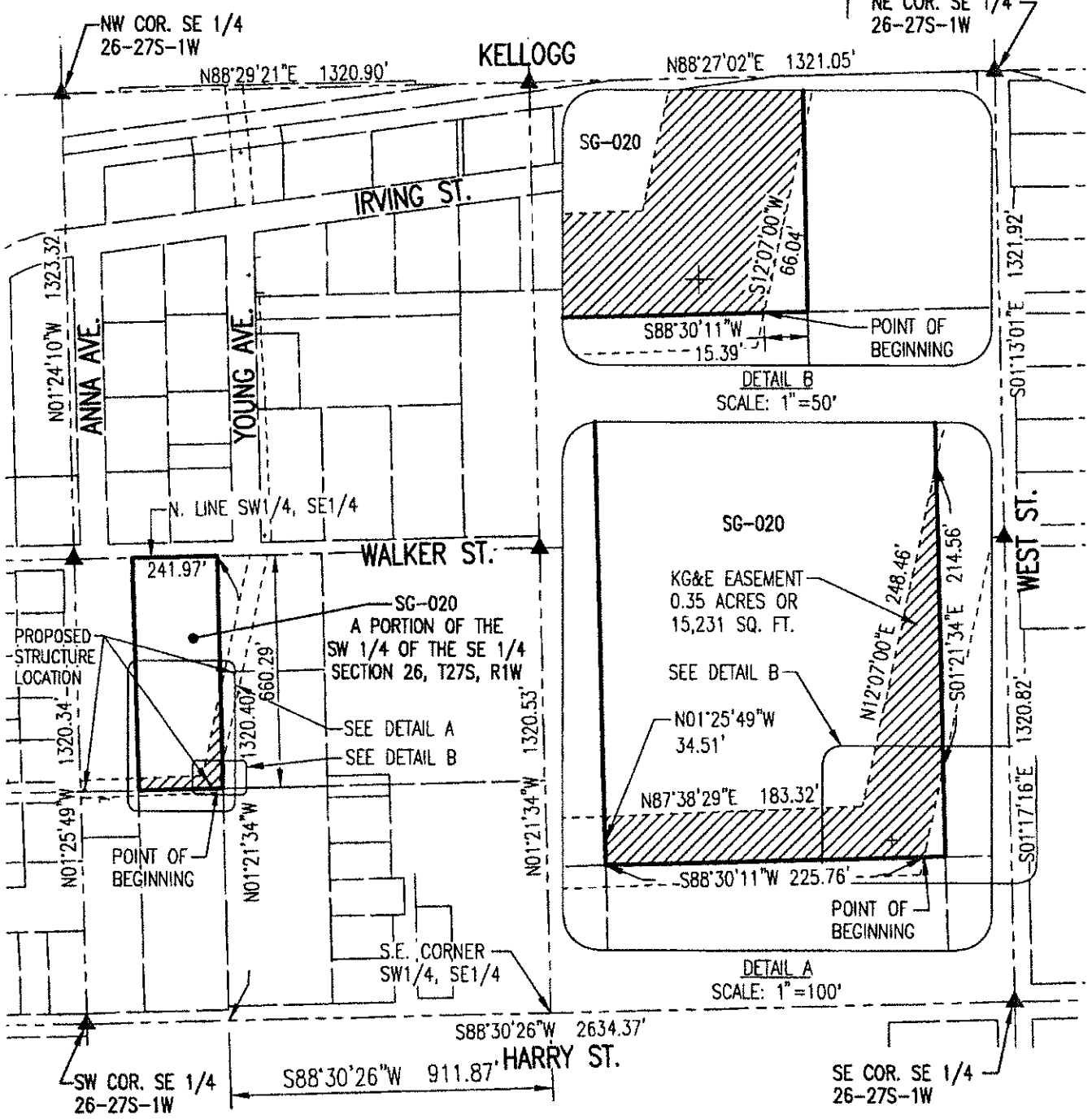


| PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com | 138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE | | | Westar Energy |
|---|---|---|---|---|
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | THE CITY OF WICHITA, KS | SG-020 | DATE: AUG. 7, 2014 |

**EXHIBIT A**
**Page 2 of 2**

August 7, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-020
OWNER: THE CITY OF WICHITA, KS

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Commencing 911.87 feet West of the east line of the Southwest Quarter of the Southeast Quarter of said Section 26, and 660.29 feet south of the north line of the Southwest Quarter of the Southeast Quarter of said Section 26; thence bearing South 88°30'11" West, parallel with the north line of the Southwest Quarter of the Southeast Quarter of said Section 26, for a distance of 15.39 feet to the Point of Beginning; thence continuing on said bearing of South 88°30'11" West for a distance of 225.76 feet; thence bearing North 1°25'49" West, parallel with the west line of the Southwest Quarter of the Southeast Quarter of said Section 26, for a distance of 34.51 feet; thence bearing North 87°38'29" East for a distance of 183.32 feet; thence bearing North 12°07'00" East for a distance of 248.46 feet; thence bearing South 1°21"34" East for a distance of 214.56 feet; thence bearing South 12°07'00" West for a distance of 66.04 feet to the Point of Beginning.

Encompassing 0.35 acres more or less (15,231 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
8/7/14
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

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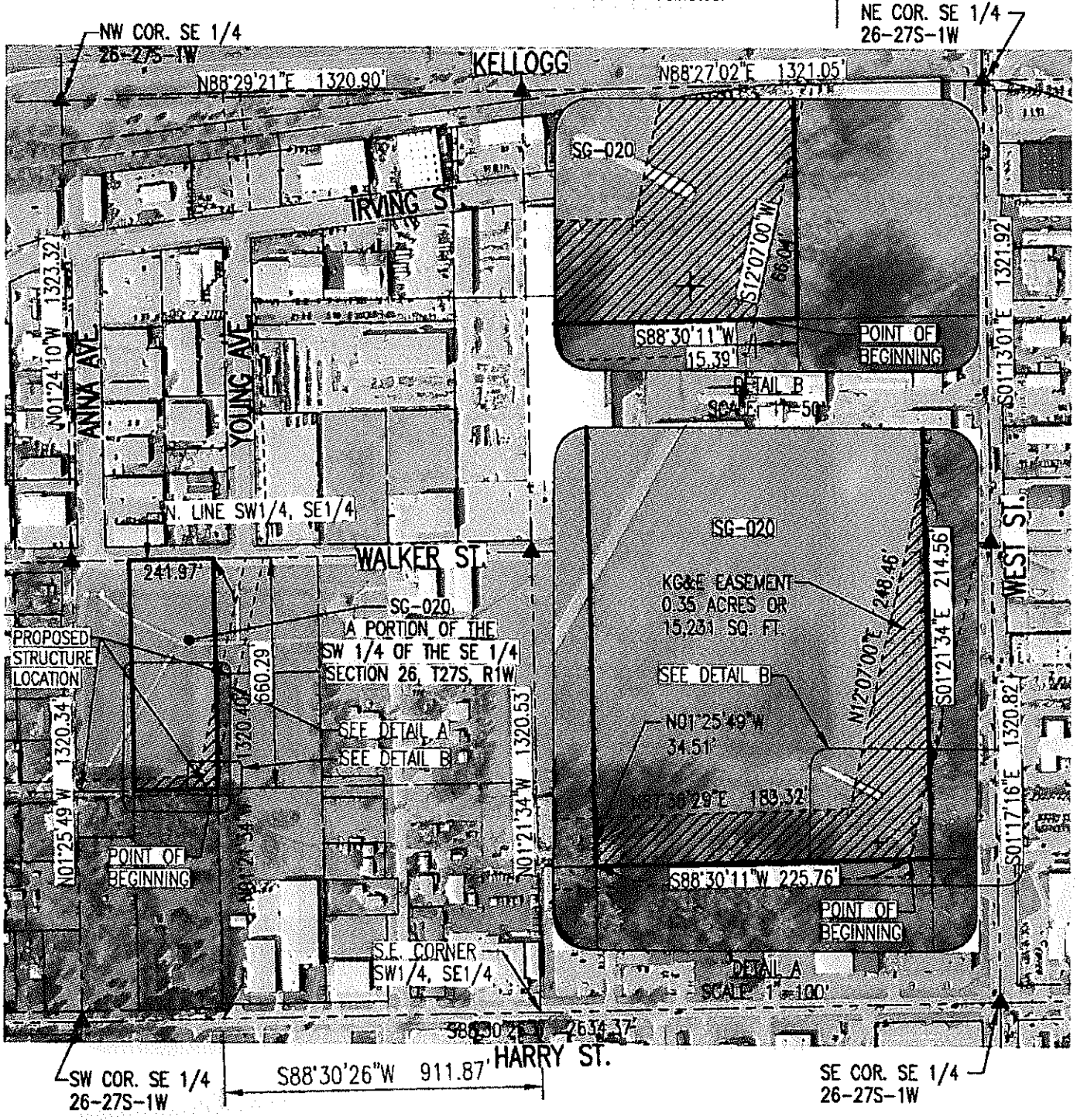


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138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | THE CITY OF WICHITA, KS | SG-020 | DATE: AUG. 7, 2014 |

# EXHIBIT A

PAGE 1 OF 2

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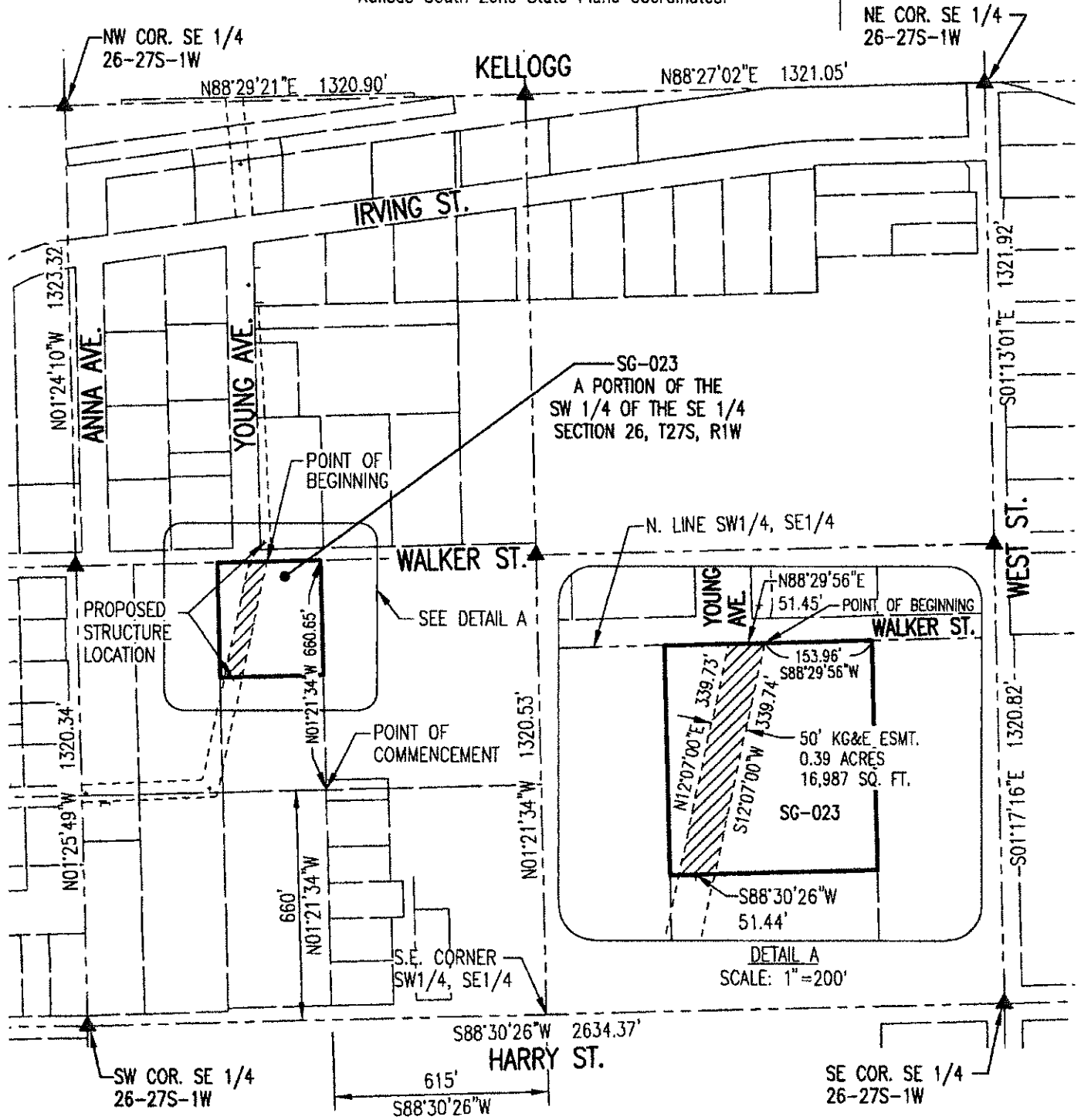


| | | | | |
|---|---|---|---|---|
| PEC<br>PROFESSIONAL ENGINEERING CONSULTANTS, P.A.<br>303 SOUTH TOPEKA WICHITA, KS 67202<br>316-262-2691 www.pec1.com | 138.06<br>HOOVER TO INTERSTATE I-235<br>TRANSMISSION LINE | | | Westar Energy |
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | THE CITY OF WICHITA, KS | SG-023 | DATE: AUG. 7, 2014 |

**EXHIBIT A**
**Page 2 of 2**

August 7, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-023
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A 50-foot wide tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at a point 615 feet West and 660 feet North of the southeast corner of the Southwest Quarter of the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence bearing North 1°21'34" West, parallel with the east line of the Southwest Quarter of said Southeast Quarter for a distance of 660.65 feet; thence bearing South 88°29'56" West for a distance of 153.96 feet to the Point of Beginning; thence bearing South 12°07'00" West for a distance of 339.74 feet; thence bearing South 88°30'26" West for a distance of 51.44 feet; thence bearing North 12°07'00" East for a distance of 339.73 feet; thence bearing North 88°29'56" East for a distance of 51.45 feet to the Point of Beginning.

Encompassing 0.39 acres more or less (16,987 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
8/7/14
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

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# EXHIBIT A

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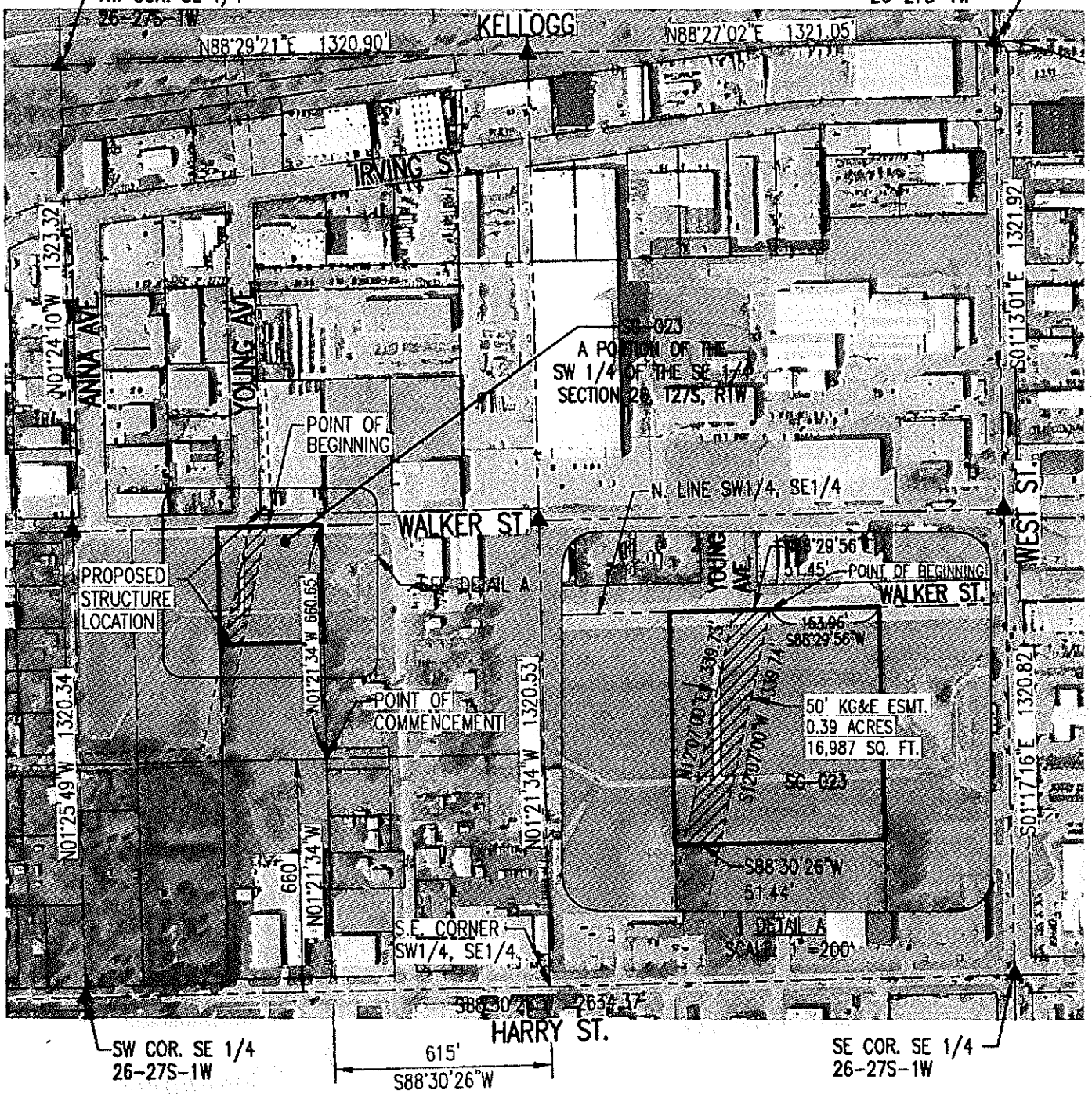


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138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | THE CITY OF WICHITA, KS | SG-023 | DATE: AUG. 7, 2014 |

# EXHIBIT A

PAGE 1 OF 2

LEGEND

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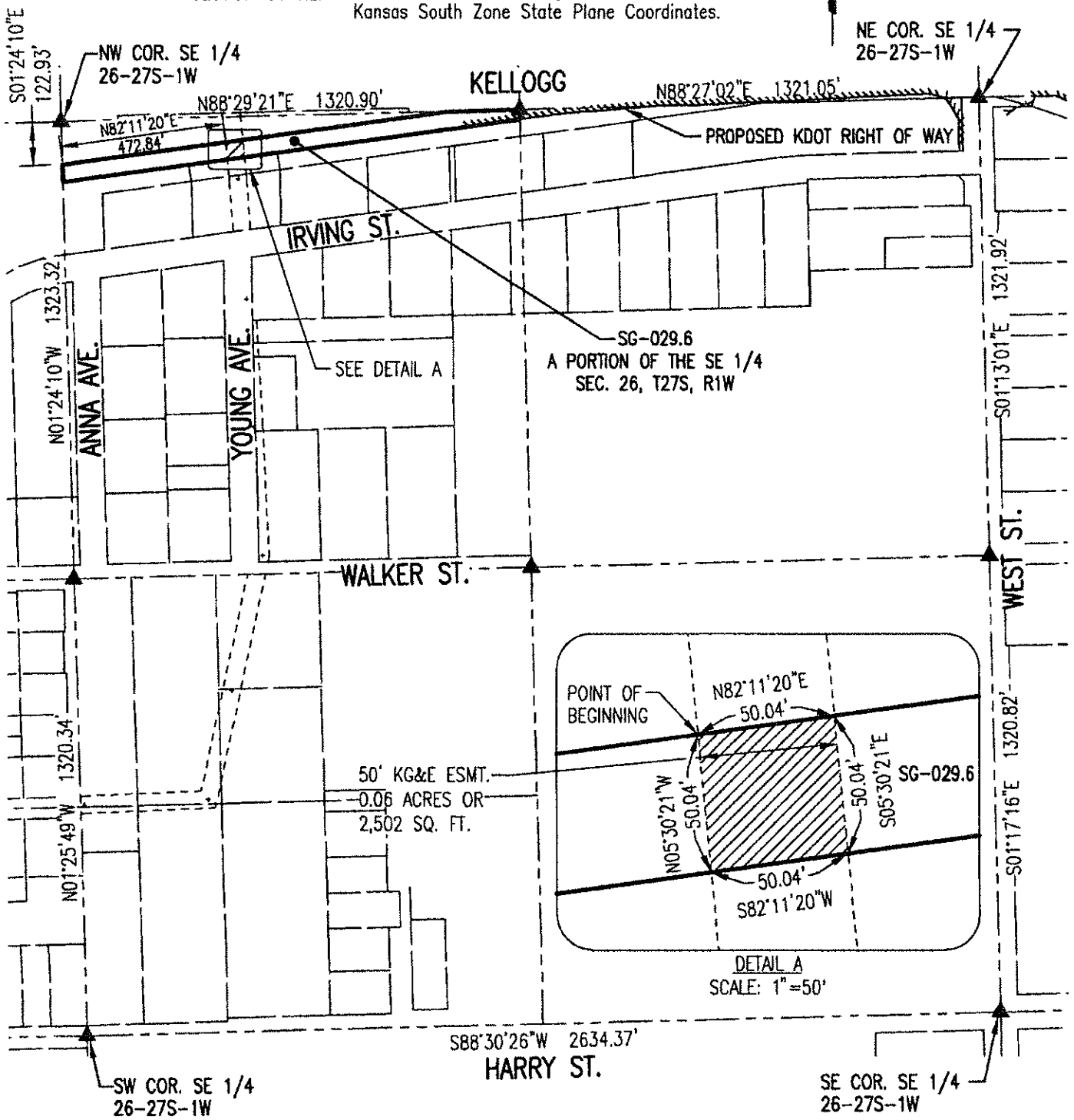


| PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com | 138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE | | | Westar Energy. |
|---|---|---|---|---|
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | CITY OF WICHITA | SG-029.6 | DATE: AUG. 8, 2014 |

**EXHIBIT A**
**Page 2 of 2**

August 6, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-029.6
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the northwest corner of said Southeast Quarter of Section 26; thence bearing South 1°24'10" East along the west line of the Northwest Quarter of said Southeast Quarter of Section 26 for a distance of 122.93 feet; thence bearing North 82°11'20" East, parallel with the north line of Lots 6 and 7, Block 1, West 54 Industrial Addition, Wichita, Sedgwick County, Kansas, for a distance of 472.84 feet to the Point of Beginning; thence continuing on said bearing of North 82°11'20" East for a distance of 50.04 feet; thence bearing South 5°30'21" East for a distance of 50.04 feet; thence bearing South 82°11'20" West, parallel with the north line of said Lot 6 for a distance of 50.04 feet; thence bearing North 5°30'21" West for a distance of 50.04 feet to the Point of Beginning.

Encompassing 0.06 acres more or less (2,502 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
8/8/14
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

= SECTION LINE
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= EASEMENT LINE
▲ = SECTION CORNER

# EXHIBIT A

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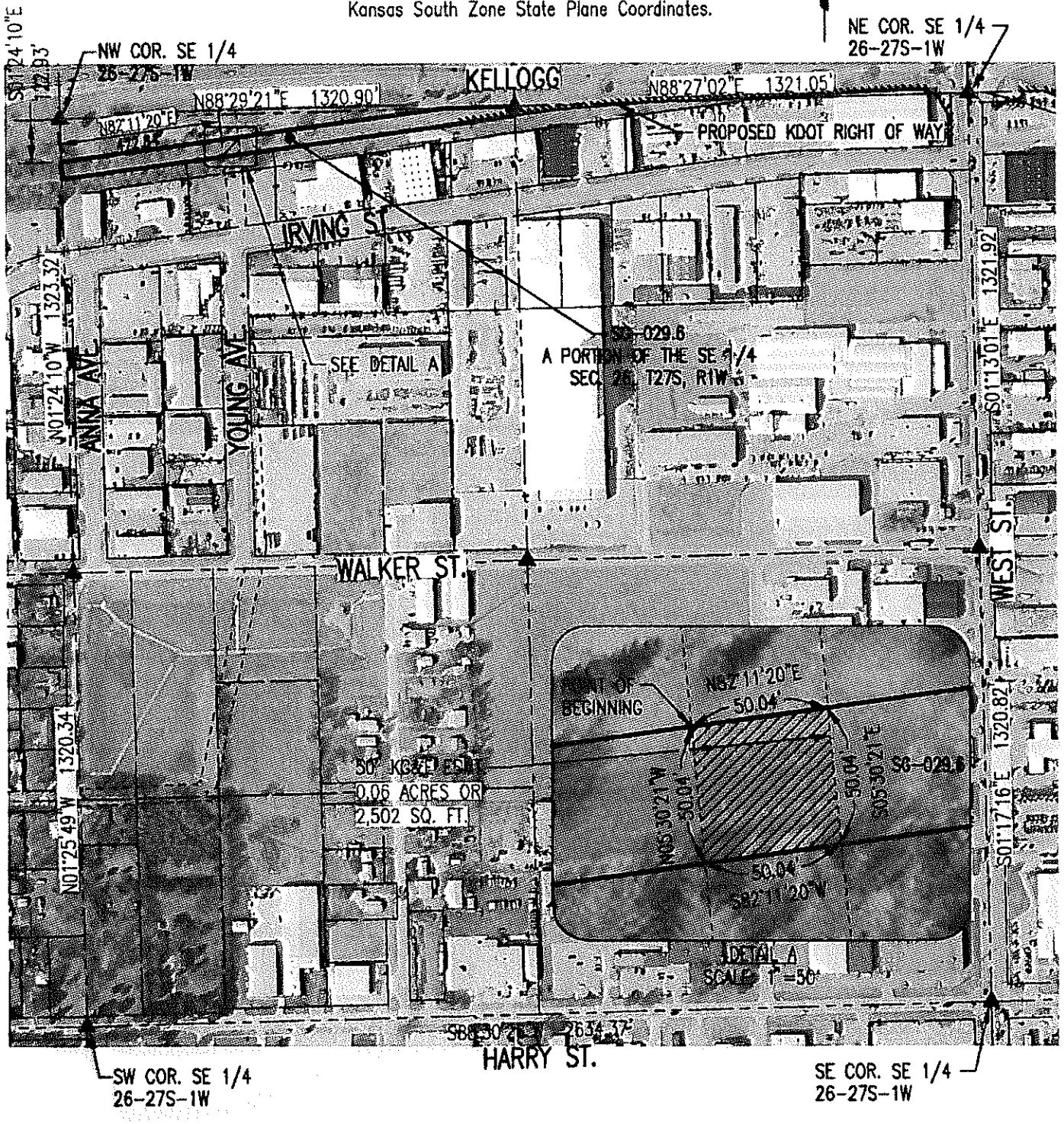


PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | CITY OF WICHITA | SG-029.6 | DATE: AUG. 8, 2014 |

# EXHIBIT A

PAGE 1 OF 2

LEGEND

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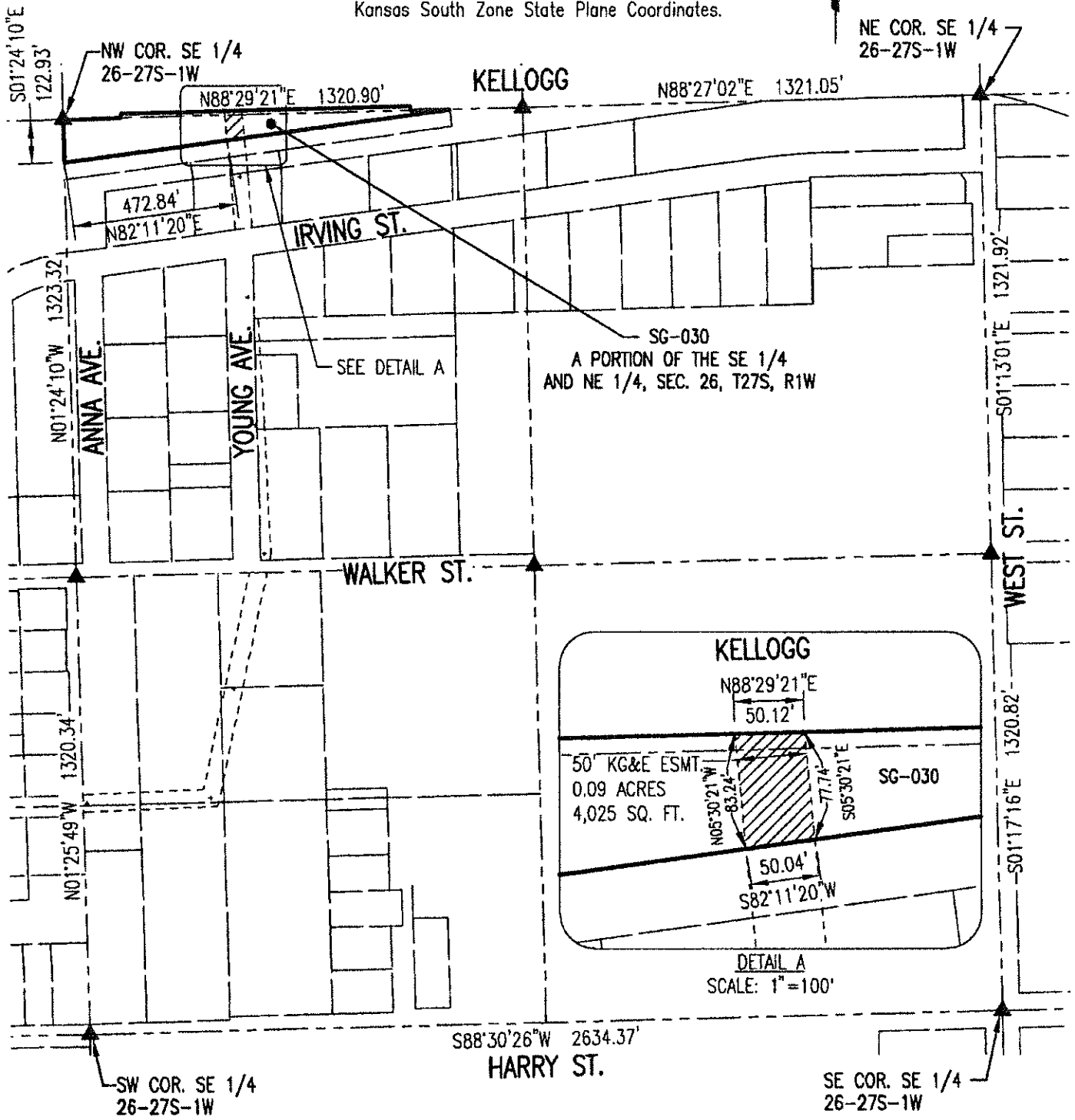



| PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com | 138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE | | | Westar Energy |
|---|---|---|---|---|
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | CITY OF WICHITA | SG-030 | DATE: AUG. 6, 2014 |

August 6, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-030
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 26 and in the Northeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the northwest corner of said Southeast Quarter of Section 26; thence bearing South 1°24'10" East along the west line of the Northwest Quarter of said Southeast Quarter of Section 26 for a distance of 122.93 feet; thence bearing North 82°11'20" East for a distance of 472.84 feet to the Point of Beginning; thence bearing North 5°30'21" West for a distance of 83.24 feet; thence bearing North 88°29'21" East for a distance of 50.12 feet; thence bearing South 5°30'21" East for a distance of 77.74 feet; thence bearing South 82°11'20" West for a distance of 50.04 feet to the Point of Beginning.

Encompassing 0.09 acres more or less (4,025 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
8/8/14
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

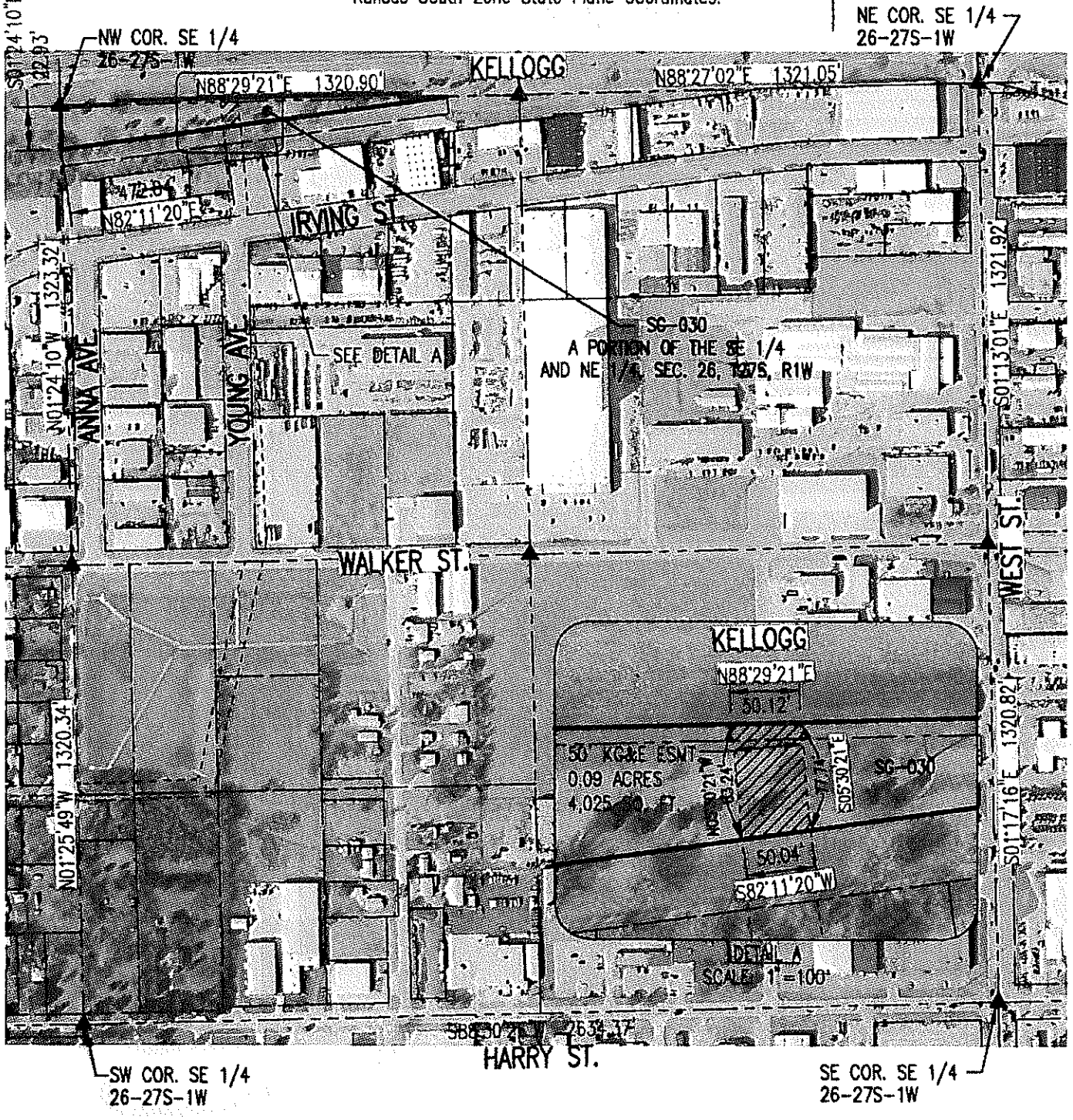
= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

# EXHIBIT A

This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on Kansas South Zone State Plane Coordinates.



0 400




| PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com | 138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE | | | Westar Energy |
|---|---|---|---|---|
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | CITY OF WICHITA | SG-030 | DATE: AUG. 6, 2014 |

# EXHIBIT A



LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

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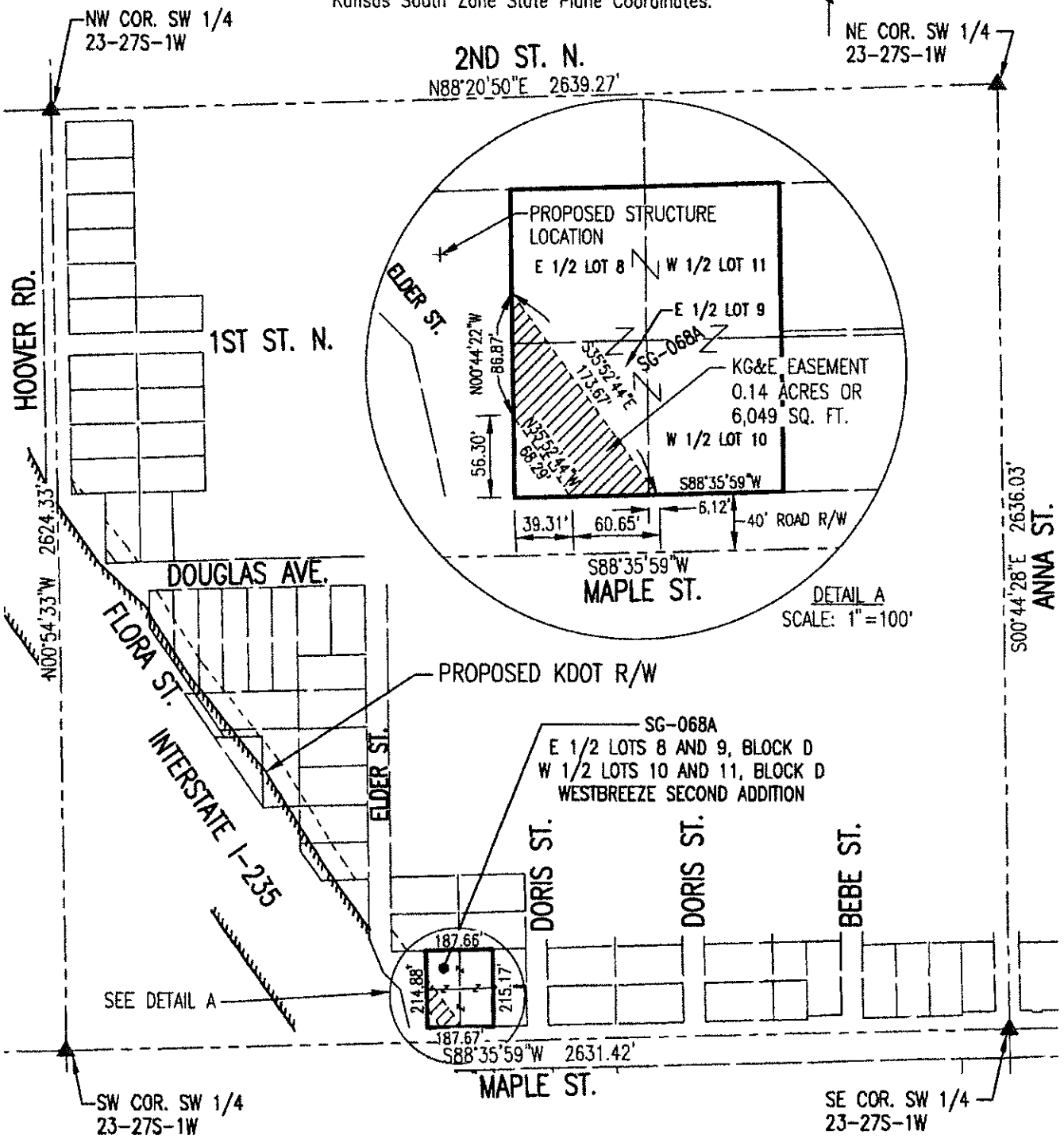


| PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com | 138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE | | | Westar Energy |
|---|---|---|---|---|
| | COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
| | SEDGWICK | CITY OF WICHITA | SG-068A | DATE: AUG. 4, 2014 |

**EXHIBIT A**
**Page 2 of 2**

August 4, 2014

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-068A
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at a point 6.12 feet distant easterly of the southwest corner of the West Half of Lot 10, Block D, Westbreeze Second Addition, Wichita, Sedgwick County, Kansas, and on the south line of said West Half of Lot 10; thence bearing South 88°35'59" West along the south line of said West Half of Lot 10 and the south line of the East Half of Lot 9, said Block D, for a distance of 60.65 feet to a point 39.31 feet distant easterly of the southwest corner of said East Half of Lot 9; thence bearing North 35°52'44" West for a distance of 68.29 feet to the west line of said East Half of Lot 9, being a point 56.30 feet distant northerly of the southwest corner of said East Half of Lot 9; thence bearing North 00°44'22" West along the west line of said East Half of Lot 9 and the East Half of Lot 8, said Block D, for a distance of 86.87 feet; thence bearing South 35°52'44" East for a distance of 173.67 feet to the Point of Beginning.

Encompassing 0.14 acres more or less (6,049 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
LS-1281
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher L.S.#1281
PEC Project No. 14200-050

LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

# EXHIBIT A

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PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy

| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-267 |
|---|---|---|---|
| SEDGWICK | CITY OF WICHITA | SG-068A | DATE: AUG. 4, 2014 |

**City of Wichita**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council

**SUBJECT:** Health & Wellness Coalition of Wichita Community Transformation Grant Memorandum of Understanding Addendum

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Consent

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**Recommendation:** It is recommended that the City Council approve the Health and Wellness Coalition Memorandum of Understanding Addendum and authorize the necessary signatures.

**Background**: In 2013, the Health & Wellness Coalition of Wichita (H&WC) secured a $2.4 million Community Transformation Grant – Small Communities (CTG) award from the Centers for Disease Control and Prevention (CDC). The purpose of the grant is to help prevent chronic diseases such as cancer, diabetes and heart disease. The Greater Wichita YMCA (YMCA) is the fiscal agent for the H&WC. The funding is used by the YMCA, on behalf of the H&WC, to promote a healthy environment, healthy eating, and tobacco-free living.

On April 16, 2013, the H&WC entered into a memorandum of understanding (MOU) with the City to provide CTG funding to assist with the creation of a Wichita Pedestrian Master Plan and multiple projects to help implement the Wichita Bicycle Master Plan. The projects to help implement the Wichita Bicycle Master Plan included: the development of designs for multiple bikeways (lanes, paths, etc.); creation of a routine accommodation policy; and development of street design standards.

The attached proposed addendum to the MOU would modify the existing MOU in the following ways:

- an additional $55,533 would be made available to the City for the bikeway designs;
- an additional $1,466 would be made available to the City for City administration fees;
- the Routine Accommodation Policy and the Street Design Standards projects would be combined into one project.

**Analysis:** The addendum to the MOU will enable the City to make strategic use of the funding from the YMCA, on behalf of the H&WC, by allowing the City to utilize savings from projects to provide additional funding to existing projects.

**Financial Considerations:** The City will be reimbursed by the YMCA, acting on behalf of the H&WC, for the projects specified in the attached MOU after submitting invoices to the YMCA/H&WC. The total amount of H&WC funding identified in the MOU with the City would increase from $687,220 to $722,883. By signing the MOU Addendum, the City agrees to contribute at least $30,000 (a reduction from the $66,012 identified in the original MOU) in order to help fund the development of the bikeways designs. The City has already met this obligation by contributing funding to the projects from the $500,000 available in the 2013 Bike Enhancement line item in the 2011-2020 adopted City Capital Improvement Program.

**Legal Considerations:** The Law Department has reviewed the Memorandum of Understanding Addendum and approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Memorandum of Understanding Addendum and authorize the necessary signatures.

**Attachments:**
Memorandum of Understanding Addendum, Wichita Bicycle and Pedestrian Projects

**ADDENDUM**
*to the*
**MEMORANDUM OF UNDERSTANDING**

**WICHITA BICYCLE AND PEDESTRIAN PROJECTS**

**CITY OF WICHITA, KANSAS,**
A Municipal Corporation,

AND

**GREATER WICHITA YMCA (PAYOR)**
A Kansas not-for-profit corporation
(402 N. Market Street, Wichita, KS 67202)

I. On April 16, 2013, the Greater Wichita YMCA, an independent, non-profit agency and fiscal agent for the Health & Wellness Coalition, and the City of Wichita entered into a Memorandum of Understanding (MOU) for the purpose of retaining professional services to assist with projects to develop infrastructure designs, infrastructure standards, approaches for the provision of infrastructure, educational opportunities, and communication efforts related to bicycling and walking.

II. The parties now mutually desire and agree to amend the referenced MOU as follows and shown in the updated document Attachment A, included with this addendum.

- Update Attachment A: Greater Wichita YMCA/Health & Wellness Coalition and City of Wichita Bicycle and Pedestrian Projects agree to:
    - add an additional $55,533 for the bikeway designs;
    - add an additional $1,466 for the City administration fee; and
    - combine the Routine Accommodation Policy and Street Design Standards projects into a project titled Multi-Modal Policy and Street Design Standards.

The parties have executed this Memorandum of Understanding on this 16th day of September 2014

**THE CITY OF WICHITA, KANSAS**

Carl Brewer, Mayor

**ATTEST:**

Karen Sublett, City Clerk

**Approved as to Form:**

Sharon L. Dickgrafe, Interim Director of Law

**Greater Wichita YMCA (Payor)**

Dennis Schoenebeck, General Executive

Attachment A
Greater Wichita YMCA/Health & Wellness Coalition and
City of Wichita Bicycle and Pedestrian Projects

| Project Title | Project Description | Funding Amount | |
|---|---|---|---|
| | | YMCA/ H&WC | City of Wichita |
| Wichita Pedestrian Master Plan | This project will develop a pedestrian master plan for the City of Wichita. The planning process will identify the community needs related to walking and the Plan will help to prioritize and address those needs as a guide for City infrastructure, policies, and programs. The Plan will identify future goals and prioritized implementation actions to achieve them. | $190,000 | $0 |
| Wichita Bicycle Master Plan Implementation – Bikeways Designs | This project will develop construction designs for the development of the following bicycle facilities identified in the Wichita Bicycle Master Plan.<br>• Douglas Avenue bikeways (shared lane markings or bike lanes) from Seneca St. to Washington Ave.<br>• 1st St. and 2nd St. bike lanes from I-135 to the Arkansas River; and bike lanes on 2nd St. from the Arkansas River to Seneca St.<br>• Market St. and Topeka Ave. bikeways (bike lanes or shared lane markings) from 21st St to Mt Vernon Rd<br>• Armour Bicycle Boulevard from Douglas Ave. to K-96<br>• WSU to Schweiter Bikeway: shared lane markings from Green St., Estelle Ave., Volutsia Ave., Kellogg Dr., Chautauqua Ave. from the Redbud Path to Lincoln St.; and bicycle boulevard on Chautauqua Ave., Menlo Dr., Schweiter Dr., Rivera St., and Ash St. from Lincoln St. to an I-135 pedestrian bridge<br>• Mount Vernon Bike Lanes from Broadway Ave. to Woodlawn Blvd. | $335,002 | $30,000 |

| | | | |
|---|---|---|---|
| Multi-Modal Policy and Street Design Standards | This project would develop:<br>• a City of Wichita policy to ensure that routine road projects such as resurfacing, striping, construction, and other projects include the installation of new bicycle facilities – where feasible and recommended by the Wichita Bicycle Master Plan; and<br>• street design standards for the City of Wichita. The street design standards would provide details about how bicycle facilities should be accommodated within the public ROW. | $192,000 | $0 |
| City Administration Fee | A fee of 0.63 percent charged for all 2013 planning grant funding, and a fee of 4.35 percent charged for all 2014 planning grant funding administered by the City. | $5,881 | $0 |
| Total | | $722,883 | $30,000 |

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Partial Loan Forgiveness Request, Home Repair Program (District I)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation**: Approve the partial loan forgiveness request, with one-half of the proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

**Background:** The Housing and Community Services Department provides loans for home repair and/or rehabilitation assistance through the Home Repair program. In most cases, the loans are zero-interest with payments deferred. Loans can be provided for as little as $500 for emergency assistance needs and for as much as $35,000 for whole-house rehabilitation. The current program design was implemented in 2006, and provides for forgiveness of Emergency Assistance and Minor Home Repair deferred loans of less than $5000 after a period of five years. Deferred loans of amounts between $5,000 and $35,000 provided for whole-house rehabilitation are partially forgiven after a period of five years.

**Analysis:** On November 9, 1999, and December 7, 1999, deferred payment loans in the amounts of $2,113 and $2,700 were extended to Viola Horner and her son, Lacey Horner for repairs to a single-family residence located at 935 N. Ohio. The loans are secured by mortgages on the property and include no forgiveness provisions. Ms. Horner is now deceased and her son, Lacey Horner is the sole owner of the property. Mr. Horner has advised City staff that he cannot afford to maintain the property as he is experiencing financial difficulty related to a disability that prevents him from working. Mr. Horner states that he has attempted to maintain the property in the past and spent approximately $10,000 to replace the roof in 2009.

According to the Sedgwick County Appraiser, the value of the property with improvements is $3,950, and it is designated to be in "Unsound" condition. An inspector from the Housing and Community Services Department's Home Improvement Program recently inspected the home and found it to be in extremely poor condition. Deficiencies related to deferred maintenance and vandalism were noted, including an unusable driveway, broken or missing windows, damaged/deteriorated siding, and broken exterior and interior doors. In addition, there is extensive drywall damage as a result of water leakage and removal of the electrical wiring and plumbing infrastructure. Other than installation of the roof, it appears that minimal improvements have been made to the house structure since the City loans were made. Staff estimates the cost of repairs/rehabilitation necessary to achieve compliance with the minimum housing code to be in excess of $40,000.

Mr. Horner has received an offer of $8,750 for the property "as is", and has agreed to split the net proceeds of the sale with the City. Given the condition of the property, and the Sedgwick County Appraiser's established value, staff recommends that the owner be allowed to proceed with the sale.

**Financial Considerations:** Under the proposed arrangement, the City will forgive remaining loan balances upon receipt of one-half of the proceeds derived from the sale of the property as approved by staff. Sales proceeds will be used for costs associated with the sale, past due property taxes and payment

of past due special assessments of $5,445 which were levied by the City for weed cutting and removal of an accessory structure. Net proceeds from the sale are estimated to be $2,800, half of which will be remitted to the City.

**Legal Considerations:** Upon receipt of its share of the proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release the mortgage liens on the property to be filed of record by the closing agent.

**Recommendations/Actions:** It is recommended that the City Council approve the partial loan forgiveness request, with one-half of the proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

**Attachments:** None.

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council Members

**SUBJECT:** Security System Components, Services, and Upgrades for City of Wichita Facilities (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the vendor selection and agreement.

**Background:** Throughout the year, various City-owned facilities require the purchase, installation, and maintenance of security system components, access controls, cameras, and recorders, as well as on-call servicing for these components. The current on-call contract is with Sandifer Engineering & Controls (Sandifer) and has expired.

The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for security upgrades at the South Linwood Recreation Center. The improvements consist of installing video surveillance equipment, access controls, and cameras throughout the center. The proposed upgrades were approved by the City Council on September 11, 2012.

**Analysis:** A request for proposals (RFP) was issued on February 21, 2014. Only one firm, Sandifer, responded to the RFP. Since only one response was received, review by the Staff Screening and Selection Committee was not constituted. A review panel consisting of City staff from the departments of Public Works & Utilities, Information Technology, and Finance reviewed the proposal and interviewed the respondent. The panel found that Sandifer continues to meet the required qualifications, and that the proposal was reasonably priced and met the City's needs.

The proposed agreement with Sandifer provides for purchase, installation, and maintenance of the security system components as required for each facility, as well as identification sheets and drawings for access points and cameras. Under the proposed agreement, Sandifer will also perform the security system upgrades for the Linwood facility. If approved, the agreement will be in effect for a period of one year, at which time it may be extended for up to four additional one-year terms at the request of both parties.

**Financial Considerations:** The previous contract with Sandifer did not have established rates for labor or material mark-ups. $91,236 was spent city-wide on Sandifer's current on-call contract. This agreement provides that Sandifer will be compensated on an hourly basis, with the total annual cost not to exceed $250,000 per year. Cost estimates for each facility will be agreed upon between the City's Fleet and Facilities Superintendent and Sandifer prior to any work being performed or purchases being made. The total estimated cost of the Linwood facility upgrades is $41,581 and is not included in the $250,000 annual cap.

Funding for each facility has been appropriated in the respective operating budgets. Funding for the Linwood facility security upgrades was approved by the City Council on September 11, 2012 and is funded by General Obligation bonds.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of Sandifer Engineering & Controls, approve the agreement, and authorize the necessary signatures.

**Attachments:** Agreement.

**CONTRACT**
**for**
**SECURITY SYSTEM COMPONENTS AND ON-CALL INSTALLATION AND MAINTENANCE SERVICES**

**BLANKET PURCHASE ORDER NUMBER BP _____**

THIS CONTRACT entered into this ____ day of _____, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation,"CITY", and SANDIFER ENGINEERING & CONTROLS, INC., a Kansas corporation (Vendor Code Number 742853540-001), whose principal office is at 206 N. Main, Goddard, Kansas 67052, Telephone Number (316) 794-8880, "VENDOR".

WHEREAS, the CITY has solicited a proposal for Security System Components, and On-Call Installation and Maintenance (Formal Proposal – FP440011) [Commodity Code Numbers 93673 and 99050]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

**1.** Scope of Services. VENDOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Proposal Number – FP440011 [Commodity Code Numbers 93673 and 99050], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda provided by the CITY as part of the proposal letting process for Formal Proposal Number – FP440011 shall be considered a part of this Contract and is incorporated herein by reference.

**2.** Dual nature of this Contract. This contract establishes the provisions under which the Vendor will supply parts and services to the City on an on-call basis as needed during the Contract Term and any

authorized extensions of this Contract. This Contract also implements the first requested project for which these provisions will be effective.

For each on-call project, the VENDOR shall provide the following:

- Selection, procurement and delivery of system components, access controls, cameras, recorders and related equipment for the security system as designed.
- Installation and maintenance services as needed for system set up to achieve a security system that operates as designed.
- Identification Sheet with all access control points and associated locations shown.
- Location and placement drawings of all the cameras to be provided.
- Line drawings of cameras and NVR connections (as built) prior to final walkthrough on any part of any of these projects.

3. For the first designated on-call project, Vendor shall meet these requirements for the installation at the South Linwood Recreation Center. The drawings and specifications for this initial project are as detailed in the RFP,and the Vendor shall execute and complete this project for a sum not to exceed $41,581, with the project completed within 45 days from the City's issuance of a written work order.

4. Compensation. CITY agrees to pay VENDOR the fixed rate of seventy dollars ($70.00) per hour for installation or maintenance labor on any project requested under this Contract. The components and other parts needed for installation or maintenance shall be provided according to the price lists provided per VENDOR'S proposal of March 28, 2014, which price lists shall remain fixed during the Term of this Contract. The total fees and expenses authorized for the Term of this Contract shall be the not-to-exceed sum of two hundred fifty thousand dollars ($250,000). The City shall not be obligated to spend any specific amount under this Contract save for the first project authorized, i.e., South Linwood Recreation Center.

An estimate of proposed hours, rates, and material costs required for performance of the work at any given CITY location will be submitted to

and negotiated with CITY staff, to be appointed by Fleet & Facilities Superintendent. A work order with written approval of authorized CITY staff shall be issued in order for the VENDOR to proceed. Any work performed by the VENDOR outside this procedure is at the Vendor's risk, and will not be compensated by the CITY.

5. Term. The term of this Contract shall be from _____, 2014 to _____, 2015 with options to renew the Contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This Contract is subject to cancellation by the CITY, at its discretion at any time within the original Contract term or within any successive renewal, upon thirty (30) days written notice to VENDOR.

6. Indemnification and Insurance.

a. VENDOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of VENDOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

b. VENDOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each occurrence<br>$500,000 each aggregate |
| Property Damage Liability | $500,000 each occurrence<br>$500,000 each aggregate |

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each accident |
| Property Damage Liability | $500,000 each accident |

Or

| | |
|---|---|
| Bodily Injury and Property Damage Liability (Combined Single Limit) | $500,000 each accident |

3. Workers' Compensation/Employers Liability - statutory

| | |
|---|---|
| Employers Liability | $100,000 each accident |

.

7. Independent Contractor. The relationship of the VENDOR to the CITY will be that of an independent contractor. No employee or agent of the VENDOR shall be considered an employee of the CITY.

8. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract. Vendor shall be responsible for submitting all information required by the local authorities having jurisdiction, in order to obtain all required permits. All electrical works shall have a permit.

9. No Assignment. The services to be provided by the VENDOR under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. VENDOR shall comply with all applicable requirements of the CITY Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary

hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

12. No Arbitration. The VENDOR and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

13. Governing Law. This Contract shall be interpreted according to the laws of the State of Kansas.

14. Representative's Authority to Contract. By signing this Contract, the representative of the VENDOR represents that he or she is duly authorized by the VENDOR to execute this Contract, and that the VENDOR has agreed to be bound by all of its provisions.

(BALANCE OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA

_____
Carl G. Brewer
Mayor

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim City Attorney and Director of Law

SANDIFER ENGINEERING & CONTROLS, INC.

_____
Aaron Rusher
Vice President

## EXHIBIT A

## REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

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.

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding Between the City of Wichita and Zhenjiang, China

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Approve the Memorandum of Understanding and adopt the resolution.

**Background:** In February 2014, the City of Wichita renewed a contract for economic development services with Kansas Global Trade Services (KGTS). A new provision of the agreement expanded the responsibilities of KGTS to include the development and implemetation of the Global Air Capital-China program. As part of the development of the program, strategic partner cities are being identified and agreements are being negotiated to outline the scope of opportunities for each city. A Memorandum of Understanding (MOU) has been developed in coordination with the city of Zhenjiang, China. A similar MOU was approved by the City Council on June 3, 2014 for the city of Shenyang and with Xi'an on July 22, 2014.

**Analysis:** Kansas Global Trade Services' mission is to promote and facilitate international trade through education, communication, research and assistance. KGTS provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and research for companies that are actively seeking international trade opportunities, KGTS also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

Under the 2014 contract between the City and KGTS, the scope of services provided by KGTS has been expanded to include management of the Global Air Capital-China program including oversight of the Wichita Aviation Office in China and all activities related to the development and implementation of this program. The Wichita Aviation Office in China has identified Zhenjiang, China as a community that could be a good strategic partner for the general aviation industry in Wichita. Zhenjiang New Area Aviation and Aerospace Industrial Park will be the assigned primary contact in Zhenjiang. This industrial park produces engine components, lighting and aircraft interiors.

A Memorandum of Understanding between the communities identifies areas of focus including, but not limited to, supply chain localization to Zhenjiang, education and training, maintenance/repair and overhaul services, fixed based operations and airport management. This is an opportunity for Wichita companies to provide information, services and products either directly to Chinese companies or through some form of a joint venture project. This could also lead to foreign direct investment from Chinese companies in Wichita. To facilitate this exchange, the Memorandum of Understanding calls for creation of a general aviation joint committee comprised of business and government representatives. A single joint aviation committee would be responsible for coordinating activites for all cities with whom Wichita enters into a Memorandum of Understanding for aviation products and services.

**Financial Considerations:** The Memorandum of Understanding calls for the execution of a Letter of Intent which will provide more detail in terms of the work program to be implemented by the Cities of Wichita and Zhenjiang.

**Legal Considerations:** The Memorandum of Understanding has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Memorandum of Understanding, adopt the resolution and authorize the necessary signatures.

**Attachments:** Resolution, Memorandum of Understanding

**RESOLUTION 14-283**

**A PROCLAMATION OF THE MAYOR, SUPPORTING THE PURSUIT OF ECONOMIC AND TRADE OPPORTUNITIES WITH THE CITY OF ZHENJIANG, CHINA**

**WHEREAS**, the cities of Wichita, Kansas, USA, and Zhenjiang, located in Jiangsu Province in the People's Republic of China, agree to enter a city-to-city relationship to promote and facilitate economic development and business opportunities in the area of general aviation; and

**WHEREAS**, both cities will organize a general aviation joint committee to coordinate, develop, plan and execute agreed upon working areas and targeted projects; and

**WHEREAS**, the joint committee will identify working objectives and priorities around the areas of supply chain localization (in Zhenjiang); education/training (from Wichita); Maintenance/Repair/Overhaul (MRO); Fixed Base Operator (FBO); airport management; financial services support; and bilateral investment, to be signified by a Letter of Intent to be signed by relative parties at a future date; and

**WHEREAS**, Kansas Global Trade Services, Inc. and the Wichita Aviation Office of China are the assigned primary contacts in Wichita and China, respectively; and the Zhenjiang New Area Aviation and Aerospace Industrial Park will be the assigned primary contact in Zhenjiang.

**WHEREAS**, the city of Wichita has approved a Memorandum of Understanding including the aforementioned subjects.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;**

**Section 1. Public Purpose**. The Governing Body of the City of Wichita hereby finds and determines that the AirPartnership Cities Initiative with the City of Zhenjiang promotes and facilitates economic development and business opportunities in the area of general aviation.

**Section 2. Execution and Delivery of Documents**. The Mayor is hereby authorized to execute the Memorandum of Understanding, and the City Clerk is authorized to deliver executed copies of this Resolution and the Memorandum of understanding to the Zhenjiang delegation.

**Section 3. Effective Date**. This resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS ON SEPTEMBER 16th 2014.**

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
Sharon L. Dickgraffe, Interim Director of Law
And City Attorney

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# 美国威奇托市与中国沈阳市

# 《航空□略伙伴城市□划》

# □解□忘□

Memorandum of Understanding

On

AirPartnership Cities Initiative

Between

City of Wichita, USA and Zhenjiang, China

2014 September 22, Wichita, USA

威奇托市和沈阳市基于相互了解和共同利益，愿□署此□忘□，作□2014年及未来的合作指南和框架。

City of Wichita (Wichita) and Zhenjiang initiate this memorandum of understanding (MOU) as a guideline and framework for 2014 and after, based on bilateral understandings and mutual benefit in the following areas:

一， 以“世界通航之都”著称的威奇托市□累了近百年的□□□源，信誉，□□和□□；

A. That, being the "Air Capital of the World" in general aviation industry, Wichita has accumulated decades of strength, reputation, experience and expertise in this field;

二， □于□略□□地位的沈阳，在中国通用航空□□□展中具有□争地位；

B. That, strategically located in China, Zhenjiang is a competitive location in the development of general aviation industry in China;

三， 双方在通用航空的□多□域可以共享□源，相互学□及共□互利；

C. That both parties have many compatible areas in general aviation industry to share, learn and benefit from;

四，
不同于友好城市关系，□个□忘□力求在两个城市之□，把握机会，促□□□合作；

D. That, aside from friendly relations, the purpose of this memorandum is to develop and facilitate economic and trade opportunities between each city;

五，
双方将□建一个通航□合委□会。其中威奇托市指定堪□斯□球□易□□和威奇托市中国航空代表□□□□机构，沈阳市指定沈阳□促会□□□机构。□□合委□会□□□□，开□，□划和落□合作□目；

E.That both parties will organize a general aviation joint committee. Of which Kansas Global Trade Services and Wichita Aviation Office in China will be the assigned primary contacts in Wichita and China, respectively. Zhenjiang New Area Aviation &Aerospace Industrial Park will be the assigned primary contact in Zhenjiang. The joint committee will coordinate, develop, plan and execute specified working areas and targeted projects.

六，
双方在□一步推□政府□往来与推广的同□，将□重以下方面制定工作目

□：供□□□（落地到沈阳），教育和培□□，保养□修□，管理及运□□，金融服□□及双向投□□。
F. That while information exchange and promotional efforts are ongoing, both parties will initiate working objectives around the following areas: supply chain localization (to Zhenjiang); education/training; MRO, FBO and airport management; financial services support; and bilateral investment.

七，
□□合委□会将于□忘□□署后90天内确定□展目□，工作重点和□行□划，并在2014年8月的沈阳通航大会期□会同各方正式□署意向。
G. That the joint committee will identify working objectives and priorities to be signified by Letters of Intent to be signed between relative parties.

八，
此□忘□□限于双方真□推□合作，其内容□任何一方均不受法律□束，也不具有□行□□。
H. That this memo is made to express the sincerities of both sides for advancing cooperation, and its content does not constitute any legal binding or mandatory obligations or agreements to either side.

此□忘□采用中英文双□，于2014年6月5日在威奇托市□署。
This memo is signed in Wichita on September 22, 2014 in both Chinese and English.

□字（Signature）

| | |
|---|---|
| 中国沈阳市黄□副市□， | 美国威奇托市博□市□， |
| Xiaoming ZHU | Carl Brewer |
| Mayor | Mayor |
| Zhenjian, China | City of Wichita, USA |

**Second Reading Ordinances for September 16, 2014 (first read on September 9, 2014)**

**A. ZON2014-00012 Zone Change From SF-5 Single-family Residential to TF-3 Two-family Fesidential on Property Located North of East Harry Stsreet and East of South 127th Street East.**

ORDINANCE NO. 49-822

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.

**B. ZON2014-00015 Zone Change request From SF-5 Single-family Residential (SF-5) to MF-18 Multi Family Residential (MF-18), Generally Located on the West Side of North Anna and One Lot North of Central, 708 N. Anna.**

ORDINANCE NO. 49-823

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.

**C. ZON2014-00018- City Zone Change from SF-5 Single- Family Residential to TF-3 Two-Family Residential on Property Generally Located East of Hoover Road, South of 13th Street North, Between Curtis and Doris Streets, (District VI)**

ORDINANCE NO. 49-824

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. SUB2013-00052-Plat of Silver Spur 5th Addition located on the South Side of MacAurthur Road, East of Meridian.**

ORDINANCE NO. 49-826

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. ZON2014-00017 Zone Change From MF-29 Multi-family Residential to GO General Office on Property Located Southeast of the Intersection of West Lincoln Street and South Osage Street.**

ORDINANCE NO. 49-827

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. A14-04 Request by Beechcraft Corporation to Annex Lands Generally Located at the Northeast Corner of Kellogg and Webb.**

ORDINANCE NO. 49-828

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A14-04)

**City of Wichita**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council

**SUBJECT:** SUB2014-00029 -- Plat of Hiepson Estates Addition located North of 29th Street North, West of Hoover Road (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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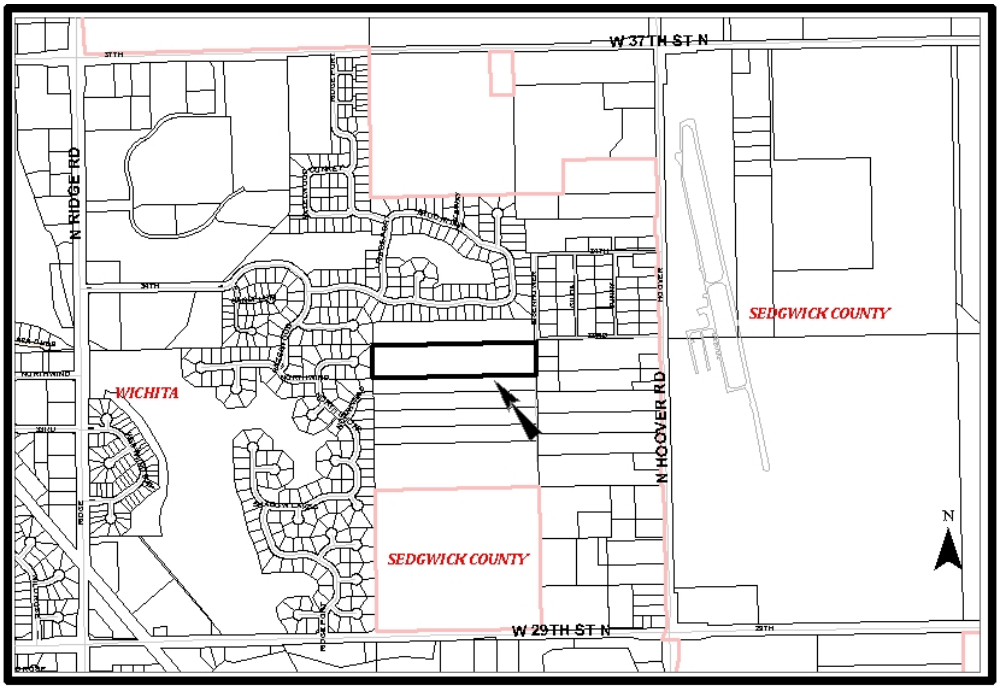
**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (12-0)




**Background:** The site consists of one lot on 10.01 acres and is zoned SF-5 Single-family Residential.

**Analysis:** Sewer service is available to serve the site. The site has been approved by the City's Environmental Health Department for the use of on-site water facilities. As requested by the City of Wichita Public Works and Utilities Department, the applicant has submitted a No Protest Agreement for future water extension and a No Protest Agreement for the future paving of Eisenhower.

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 Agreements 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 Agreements.

COPY

**NO PROTEST AGREEMENT**

THIS AGREEMENT made and entered into this _____day of _____, 201___, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Hiep Nguyen and Huong Pham Nguyen, party of the second part (hereinafter "Owner").

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 is the owner of real property legally described as:

That part of the SE1/4 of Sec. 34, T26S, R1W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of said Southeast Quarter, said point being 13.33 feet South of the northwest corner thereof; thence Easterly, parallel with the North line of said SE1/4, 1471.29 feet to a point 1145 feet West of the East line of said SE1/4; thence Southerly, parallel with said East line, 295.85 feet; thence Westerly, parallel with the North line of said SE1/4, 1473.74 feet to the West line of said SE1/4; thence Northerly, along said West line, 295.82 feet to the point of beginning.

and

WHEREAS, Owner wishes to complete the platting requirements for (Hiepson Estates) as required by the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the party (ies) hereto agree(s) as follows:

1. City shall grant Owner(s) request for subject plat on said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this plat having been constructed.

2. Owner(s), on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements _____ by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 22ND day of AUGUST, 2014.

Hiep Nguyen

Huong Pham Nguyen

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS )
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 22ND day of AUGUST, 2014, before me, a Notary Public, in and for the County and State aforesaid, came Hiep Nguyen and Nuong Pham Nguyen, 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 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.

Notary Public

My Commission Expires: 11/15/16

WILLIAM K. CLEVENGER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/15/16

STATE OF KANSAS )
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 201 __, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) 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:_____

Approved as to form:

_____.
Name (Print)

_____.
Title (Print)

_____.
Signature

COPY

**NO PROTEST AGREEMENT**

THIS AGREEMENT made and entered into this _____day of _____, 201___, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Hiep Nguyen and Huong Pham Nguyen, party of the second part (hereinafter "Owner").

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 is the owner of real property legally described as:

That part of the SE1/4 of Sec. 34, T26S, R1W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of said Southeast Quarter, said point being 13.33 feet South of the northwest corner thereof; thence Easterly, parallel with the North line of said SE1/4, 1471.29 feet to a point 1145 feet West of the East line of said SE1/4; thence Southerly, parallel with said East line, 295.85 feet; thence Westerly, parallel with the North line of said SE1/4, 1473.74 feet to the West line of said SE1/4; thence Northerly, along said West line, 295.82 feet to the point of beginning.

and

WHEREAS, Owner wishes to complete the platting requirements for (Hiepson Estates) as required by the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the party (ies) hereto agree(s) as follows:

1. City shall grant Owner(s) request for subject plat on said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this plat having been constructed.

2. Owner(s), on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of waterline improvements_____ by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 22ND day of AUGUST, 2014.

_____.
Hiep Nguyen

_____.
Huong Pham Nguyen

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS )
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 22ND day of AUGUST, 2014, before me, a Notary Public, in and for the County and State aforesaid, came Hiep Nguyen and Nuong Pham Nguyen, 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 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.

_____
Notary Public

My Commission Expires: 11/15/16

WILLIAM K. CLEVENGER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/15/16

STATE OF KANSAS )
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 201 __, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) 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:_____

Approved as to form:

_____.
Name (Print)

_____.
Title (Print)

_____.
Signature

**City of Wichita**
**City Council Meeting**
September 16, 2014

**TO:** Mayor and City Council

**SUBJECT:** VAC2014-00022 - Request to Vacate the Plattor's Text to Amend the Uses Permitted in a Platted Reserve on Property Generally Located on the North Side of Central Avenue and East of 127th Street East

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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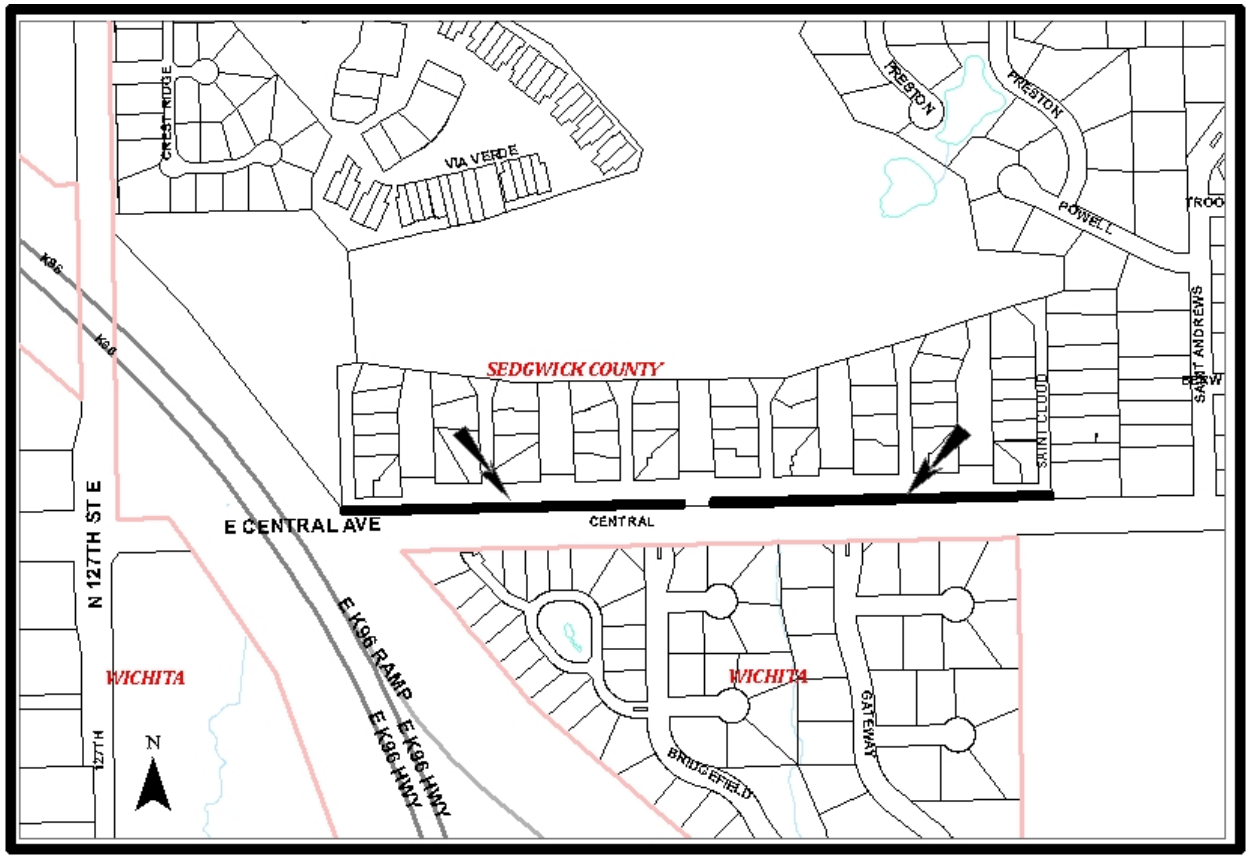
**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



**Background:** The applicant is requesting that the plattor's text be vacated to amend the uses allowed in the east–west 15-foot wide platted Reserve D, Crestview Country Club Estates Southern Village Addition. The applicant wants to construct a wall that will buffer the subdivision's homes from the vehicular traffic on Central Avenue. Currently the plattor's text states that Reserve D is to be used for open space, a buffer zone and utility and drainage construction and maintenance. These uses will be retained as there is both public water and stormwater equipment in Reserve D. The applicant has provided a dedication of a wall easement for recording with the County Vacation Order at the Register of Deeds of Sedgwick County. The Crestview Country Club Estates Southern Village Addition was recorded with the Register of Deeds August 28, 1972.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Because the site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council and consideration and final action by the Sedgwick County Board of County Commissioners is required. The Sedgwick County Board of County Commissioners will consider this item at their September 17, 2014, meeting as a consent item.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachments:**

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE**
**CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

| | | |
|---|---|---|
| **IN THE MATTER OF THE VACATION OF THE PLATTOR'S TEXT TO AMEND THE USES PERMITTED IN A PLATTED RESERVE** | ) | |
| **GENERALLY LOCATED ON THE NORTH SIDE OF CENTRAL AVENUE & EAST OF 127TH STREET EAST** | ) | **Case No. VAC2014-00022** |
| **MORE FULLY DESCRIBED BELOW** | ) | |

# VACATION ORDER

NOW on this 16th day of September, 2014, comes on for hearing the petition for vacation filed by the Crestview Southern Village Home Owners Association, c/o Dick Eckrich, President & Robert V.F. McGarth, Treasure (owner), praying for the vacation of the following described plattor's text to amend the uses permitted in the described platted reserve (while retaining those uses in the described reserve) in the described portion of the platted reserve, to-wit:

Vacate the plattor's text to amend the uses permitted in Reserve D, Crestview Country Club Estates Southern Village Addition, Sedgwick County, Kansas, to allow a wall in the 15-foot wide Reserve D, Crestview Country Club Estates Southern Village Addition, while retaining those uses in said reserves as described in the Crestview Country Club Estates Southern Village Addition; open space, a buffer zone and utility and drainage construction and maintenance.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on the 17th day of July, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described plattor's text to amend the uses permitted in the platted reserve (while retaining those uses in said reserve) in the described portion of the platted reserve and the public will suffer no loss or inconvenience thereby.

3. Because this vacation case is located in Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction it will proceed to the September 17, 2014, Sedgwick County Board of County Commissioner's for final action, after today's recommendation by the Wichita City Council.

4. A wall easement dedicated by separate instrument will be recorded with the County Vacation Order with the Sedgwick County Register of Deeds.

5. In justice to the petitioner(s), the prayer of the petition ought to be granted.

6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

7. The vacation of the described plattor's text to amend the uses permitted in the platted reserve (while retaining those uses in said reserves) in the described portion of the platted reserve should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 16th day of July, 2014, ordered that that the described portion of the plattor's text to amend the uses permitted in the platted reserve (while retaining those uses in said reserves), hereinabove described be the same and is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon Dickgrafe, Interim
Director of Law & City Attorney

**City of Wichita**
**City Council Meeting**
**September 16, 2014**

**TO:** Wichita Airport Authority

**SUBJECT:** Change Order No. 3 – Parking Program
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the change order.

**Background:** On April 2, 2013, the Wichita Airport Authority (WAA) approved a construction contract with Crossland Construction to build the new parking facilities as part of the Air Capital Terminal 3 (ACT 3) program at Mid-Continent Airport. The new parking garage and rental car customer service facility are expected to open in the spring of 2015, with the surrounding surface parking lots opening in the fall of 2015.

**Analysis:** This change order includes addition and deletion modifications for: signage; garage floor finish; tenant leasehold requests; rental car customer service center floor tile; deluge sprinkler system; commercial vehicle tracking system structure; materials provided to the terminal contractor to install crosswalk canopy supports; tower parking lot and related equipment; building code and permit compliance; Americans with Disabilities Act (ADA) upgrades; and curtainwall attachments for the rental car customer service center.

A change order has been prepared for the cost of the additional work. The items included in this change order were reviewed and approved by the Wichita Airport Advisory Board Change Order Review Committee on August 4, 2014.

**Financial Considerations:** The total cost of these changes is a not to exceed amount of $53,135. Funding is available within the project budget, which is funded with a combination of rental car Customer Facility Charge (CFC) receipts and general obligation bonds repaid with Airport revenues. The original contract amount is $33,917,971. Following approval of this change order, the new contract amount will be $35,734,791. This change order represents less than 1% of the original contract amount.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The cumulative change order amount is approximately 5% of the original contract amount, which is within the 25% of original contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the Wichita Airport Authority approve Change Order No. 3 and authorize the necessary signatures.

**Attachments:** Change Order No. 3.

WICHITA MID-CONTINENT AIRPORT

# CHANGE ORDER (CO)

**Change Order No.:** 003

**Project Name:** Parking Project
**City of Wichita Project No.:** 451-418-2
**FAA AIP Project No.:** N/A

**Date:** 8/14/2014
**To (Contractor):** Crossland Construction Co., Inc.

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.*

| COR # | Description | Amount |
|---|---|---|
| 036 | Remove the Wichita Mid-Continent Airport logo signage on west façade of garage. | ($1,919.60) |
| 037 | Remove the requirement to provide a hand-applied swirl finish to the concrete surface in all parking areas. | ($35,640.00) |
| 038-001 | Revisions to the RAC building: Removed sink and cabinets from Office 120; removed four (4) swing doors from agency counters and extended the countertops; replaced door hardware at six (6) doors with keypad locks; removed one (1) mesh partition and one (1) access door at the Level 2 IT/Comm room. | $508.86 |
| 041-001 | Modify tile specifications in response to RFI 173; Originally specified tiles T-1 and T-2 had been discontinued by the manufacturer. | ($13,203.00) |
| 042 | Modify the deluge sprinkler system in response to RFI 158; Removed two (2) deluge valves, removed one (1) flow switch, removed one (1) fire main, replaced standard glazing with tempered glazing at all 2-hour automatic sliding doors. | ($14,616.00) |
| 040-001 | Add overhead structure at commercial vehicle entrance lanes for overhead mounting of AVI antenna in lieu of single-post mounts. | $13,359.60 |
| 046 | Remove power module switches on elevators. | ($4,440.00) |
| 047 | Provide eight (8) sets of anchor bolts for the pedestrian canopy pedestals that are being installed by the Terminal project. | $11,779.52 |
| 039-001 | Remove from scope all work in the ATCT Lot. Lump sum work is provided in this change order that includes removing bollard install labor, parking striping, permanent signage, construction staking, breakers at existing terminal panel, and parking control system equipment. Add restocking fees for light and camera poles, and GC fees. Unit price bid items will be fully accounted in a future change order. Milestone #9 is eliminated. | ($14,865.02) |
| 017-003 | Modify and add work to comply with MABCD permit requirements: Add stud framing in garage north storage area to accommodate 2-hour fire rated assemblies, add fireproofing at mechanical hanger and duct penetrations at the garage north storage area, modify exterior metal stud framing requirements at RAC and Parking Office, add corner posts at interior automatic sliding doors, modify sub-framing at ADA countertop sections in RAC. | $106,295.18 |

WICHITA MID-CONTINENT AIRPORT

# CHANGE ORDER (CO)

| | | |
|---|---|---|
| 049 | Add clip angles for curtainwall attachment at RAC building. | $5,875.82 |
| | Total: | $53,135.36 |

| | | |
|---|---|---|
| Original Contract Award Sum: | $33,917,970.53 | |
| Net Change by Previous authorized Change Orders: | $1,763,684.62 | |
| Total Contract Sum Prior to this Change Order: | $35,681,655.15 | |
| Net increase/decrease in Contract Sum this Change Order: | $53,135.36 | |
| NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER: | $35,734,790.51 | |
| Original Contract Time : | 644 | Days |
| Current Contract Time : | 644 | Days |
| This Change time add / deduct : | 0 | Days |
| Adjusted Contract Time : | 644 | Days |

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that ☐ the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that ☐ these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

| | |
|---|---|
| | 8/20/2014 |
| ACCEPTED BY CONTRACTOR - Garrett Frieden (Crossland Construction Co.) | DATE |
| | 8-14-14 |
| ENGINEER/ARCHITECT APPROVAL - Jeffrey Hanson, P.E. (Carl Walker, Inc.) | DATE |
| | |
| DIRECTOR OF AIRPORTS APPROVAL - Victor White | DATE |
| Sharon L. Dickgrafe /g MW | 9-4-14 |
| INTERIM CITY ATTORNEY & DIRECTOR OF LAW, APPROVAL AS TO FORM - Sharon Dickgrafe | DATE |
| | |
| MAYOR APPROVAL - Carl Brewer | DATE |
| | |
| CITY CLERK ATTEST | DATE |

Wichita, Kansas
September 15, 2014
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 Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Karen Sublett, City Clerk.

Minutes of the regular meeting dated September 8, 2014, were read and on motion approved.

Bids were opened September 12, 2014, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION: Roof Replacements Mid-Continent Airport.**

Rhoden Roofing LLC - $318,252.00 (Base Bid)
$10.00 per square feet (Option 1)
$20.00 per square feet (Option 2)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded 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

Karen Sublett, MMC
City Clerk

**EXHIBIT A**

# FORMAL BID REPORT

**TO:** Robert Layton, City Manager
**DATE:** September 15, 2014

**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**
**September 12, 2014**

Roof Replacements at Mid-Continent Airport – Wichita Airport Authority/Operations Division (Deferred from September 8, 2014)

**Rhoden Roofing, LLC**

| | |
|---|---|
| **Base Bid** | **$318,222.00** |
| **Option 1 (Add) (Per Square Feet)** | **$10.00** |
| **Option 2 (Add) (Per Square Feet)** | **$20.00** |

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

Melinda A. Walker

**Melinda A. Walker**
**Purchasing Manager**

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:** FB440153

**Roof Replacements Mid-Continent Airport**

**Close Date/Time:** 9/5/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

**Award Method:** Aggregate Cost

**Department:** Airport Operations

**Return to the Bid List**

**Responses:** 4

| Vendors | Complete | Bid Total | City Comments |
|---|---|---|---|
| RHODEN ROOFING LLC | Complete | $318,252.00 | Award 9-16-14 Base Bid with Options 1 & 2 Wichita Airport Authority/Operations Division |
| ACC ROOFING INC | Complete | $408,376.95 | |
| LARRY WALTY ROOFING & GUTTERING INC | Complete | $457,188.00 | |
| TR MANAGEMENT INC dba | Complete | $472,714.50 | |

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POWERED BY COGSDALE

City of Wichita, Kansas

# BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

**Solicitation:** FB440153

**Roof Replacements Mid-Continent Airport**

**Close Date/Time:** 9/5/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

**Award Method:** Aggregate Cost

**Department:** Airport Operations

**Go to:** 1

Return to the Bid List

**Responses:** 4

## Group 1

| Vendors | Complete | Group Total Net Bid |
|---|---|---|
| RHODEN ROOFING LLC | Complete | $318,222.00 |
| ACC ROOFING INC | Complete | $408,363.00 |
| LARRY WALTY ROOFING & GUTTERING INC | Complete | $457,145.00 |
| TR MANAGEMENT INC dba | Complete | $472,700.00 |

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## Group 2

| Vendors | Complete | Group Total Net Bid |
|---|---|---|
| **Group 2: Option 1** | | |
| TR MANAGEMENT INC dba | Complete | $6.00 |
| ACC ROOFING INC | Complete | $6.65 |
| LARRY WALTY ROOFING & GUTTERING INC | Complete | $8.00 |
| RHODEN ROOFING LLC | Complete | $10.00 |
| **Group 2: Option 2** | | |
| ACC ROOFING INC | Complete | $7.30 |
| TR MANAGEMENT INC dba | Complete | $8.50 |
| RHODEN ROOFING LLC | Complete | $20.00 |
| LARRY WALTY ROOFING & GUTTERING INC | Complete | $35.00 |

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City of Wichita, Kansas

# BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

**Solicitation:** FB440153

**Roof Replacements Mid-Continent Airport**

**Close Date/Time:** 9/5/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

**Award Method:** Aggregate Cost

**Department:** Airport Operations

**Go to:** 001

**Return to the Bid List**

**Responses:** 4

**Line 001** | Base Bid: Furnish all labor, material, and equipment to replace approximately 25,850 sq. ft. existing smooth surface build-up with TPO per Exhibit A- Bevan Rabell, 1880 Airport Road.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---|---|---|---|---|---|---|
| RHODEN ROOFING LLC | 1 | Lump Sum | $138,620.0000 | $138,620.00 | Complete | |
| ACC ROOFING INC | 1 | Lump Sum | $167,045.0000 | $167,045.00 | Complete | |
| LARRY WALTY ROOFING & GUTTERING INC | 1 | Lump Sum | $181,400.0000 | $181,400.00 | Complete | |
| TR MANAGEMENT INC dba | 1 | Lump Sum | $186,400.0000 | $186,400.00 | Complete | |

**Line 002** | Base Bid: Furnish all labor, material, and equipment to replace approximately 25,850 sq. ft. of existing modified build-up with TPO per Exhibit B- Textron Aviation Services Facility Hangar 2, 1980 Airport Rd.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---|---|---|---|---|---|---|
| RHODEN ROOFING LLC | 1 | Lump Sum | $149,120.0000 | $149,120.00 | Complete | |
| ACC ROOFING INC | 1 | Lump Sum | $208,090.0000 | $208,090.00 | Complete | |
| LARRY WALTY ROOFING & GUTTERING INC | 1 | Lump Sum | $220,358.0000 | $220,358.00 | Complete | |
| TR MANAGEMENT INC dba | 1 | Lump Sum | $251,100.0000 | $251,100.00 | Complete | |

**Line 003** | Base Bid: Furnish all labor, material, and equipment to install elastomeric coating on approximately 14,275 sq. ft. of standing seam metal roof per Exhibit C- Signature Flight Support, 1980 Airport Road.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---|---|---|---|---|---|---|
| RHODEN ROOFING LLC | 1 | Lump Sum | $30,482.0000 | $30,482.00 | Complete | |
| ACC ROOFING INC | 1 | Lump Sum | $33,228.0000 | $33,228.00 | Complete | |
| TR MANAGEMENT INC dba | 1 | Lump Sum | $35,200.0000 | $35,200.00 | Complete | |

| | | | | | |
|---|---|---|---|---|---|
| LARRY WALTY ROOFING & GUTTERING INC | 1 | Lump Sum | $55,387.0000 | $55,387.00 | Complete |

**Line 004** | Option No. 1: Furnish all labor, material, and equipment to replace damaged steel deck at barrel roofs. Cost per Square Foot.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---|---|---|---|---|---|---|
| TR MANAGEMENT INC dba | 1 | Square Feet | $6.0000 | $6.00 | Complete | |
| ACC ROOFING INC | 1 | Square Feet | $6.6500 | $6.65 | Complete | |
| LARRY WALTY ROOFING & GUTTERING INC | 1 | Square Feet | $8.0000 | $8.00 | Complete | |
| RHODEN ROOFING LLC | 1 | Square Feet | $10.0000 | $10.00 | Complete | |

**Line 005** | Option No. 2: Furnish all labor, material, and equipment to replace damaged Gypsum deck at barrel roofs. Cost per Square Foot.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---|---|---|---|---|---|---|
| ACC ROOFING INC | 1 | Square Feet | $7.3000 | $7.30 | Complete | |
| TR MANAGEMENT INC dba | 1 | Square Feet | $8.5000 | $8.50 | Complete | |
| RHODEN ROOFING LLC | 1 | Square Feet | $20.0000 | $20.00 | Complete | |
| LARRY WALTY ROOFING & GUTTERING INC | 1 | Square Feet | $35.0000 | $35.00 | Complete | |

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