Table of Contents

Agenda 4

Letter of Intent Relating to Development of WaterWalk Hotel. (District I)

- Agenda Report No. II-1 10
- Letter of Intent 14
- Spreadsheet 20
- Impact Study Findings 21

Adoption of the 2009 - 2018 Capital Improvement Program, (CIP).

- Agenda Report No. III-1 25

Cultural Market Ordinance.

- Agenda Report No. III-2 and Ordinance No. 48-610 27

Wholesale Water Agreement - Amendment.

- Agenda Report No. III-3 38
- Derby Water Sales Agreement - Amendment 39
- Derby Water Service Area Map 42

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

- Agenda Report No. III-4 43
- Writeups OCI 45
- Summary Table Spreadsheet OCI 48

(10:30 a.m. or soon thereafter)

- Agenda Report No. III-5 50
- Declarations of Emergency 52
- Ordinance No. 48-603 233 59
- Ordinance No. 48-604 234 64
- Ordinance No. 48-605 236 70
- Ordinance No. 48-606 799 76
- Ordinance No. 48-607 800 81
- Ordinance No. 48-608 800A 86
- Ordinance No. 48-609 800B 91
- Resolution No. 10-019 Notes 233 96
- Resolution No. 10-020 Notes 234 124
- Resolution No. 10-021 Notes 236 154
- Resolution No. 10-022 Bonds 799 184
- Resolution No. 10-023 Bonds 800 213
- Resolution No. 10-024 Bonds 800A 242
- Resolution No. 10-025 Bonds 800B 273

DER2009-00004 Amendment to the “Wichita-Sedgwick County Unified Zoning Code” to add “motor vehicle impound lot” to the list of permitted uses, and allow the same in the LI Limited Industrial and GI General Industrial districts, subject to compliance with supplementary use regulations.

- Agenda Report No. IV-1 302
- Ordinance No. 48-611 305

Delineated Ordinance 309
Supporting Document 313
*ZON2008-00052 AND CUP2008-00040 – Extension of time to complete the platting requirement for DP-315 The Funston Addition Community Unit Plan and a zone change from SF-5 Single-family Residential ("SF-5") to GC Limited Commercial ("GC"); generally located on the southwest and corner of 47th Street South and Hydraulic Avenue. (District III)
Supporting Document 347
Agenda Report No. V-1 348
Aquifer Storage and Recovery Construction Management Services, Design Services and Program Application Software Development-Supplemental Agreement.
Agenda Report No. XII-5a 350
Program App Software SA No 4 352
Aquifer Storage and Recovery Well Technical Advisory and Water Chemistry Pilot Test Services - Supplemental Agreement.
Agenda Report No. XII-5b 518
Supplemental Agreement No. 5. 520
Right-of-Way Agreement, Estfan, LLC. (District IV)
Agenda Report No. XII-5c and Agreement 532
Wichita Valley Center Flood Control Levee Improvements.
Agenda Report No. XII-5d Agreement and Easement 545
Supporting Document 550
Partial Acquisition of Land at the Southeast Corner of Spring Lake Road and SW 84th Street for the Integrated Local Water Supply Plan. (Harvey County)
Supporting Documents 552
Agenda Report No. XII-6a. 557
Partial Acquisition of Land along the Southeast Corner of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan. (Harvey County)
Supporting Documents 558
Agenda Report No. 6b 563
Partial Acquisition of Land along the Southeast Side of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan. (Harvey County)
Supporting Documents 564
Agenda Report No. 6c 569
Partial Acquisition of Land at the Southeast Corner of Harry and 127th Street East of the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)
Supporting Documents 570
Agenda Report No. 6d 575
Acquisition of Land at the Southwest Corner of SW 72nd Street and Old Settlers Road for the Integrated Local Water Supply Plan. (Harvey County)
Supporting Documents 576
Agenda Report No. 6e 583

Partial Acquisition of Land along the Northeast Side of Golden Prairie Road and SW 24th Street for the Integrated Local Water Supply Plan. (Harvey County)

Supporting Documents 584

Agenda Report No. 6f 593

Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the Hyatt lawn for River Festival 2010. (District I)

Agenda Report No. XII-9 and Resolution No. 10-108 594

Plumbing Repair Service-Selection of Vendor.

Contract and Exhibit A 597

Agenda Report No. XII-11 604

Request for Change in Method of Assessment, New Market Square Phase III Addition. (District V)

Agenda Report No. XII-12 605

Waiver Consent Form 606

Amending Ordinance 44-392 613

Amending Ordinance 44-393 619

Amending Ordinance 44-551 638

Amending Ordinance 44-564 657

Amending Ordinance 44-606 677

Amending Ordinance 46-070 683

Amending Ordinance 46-531 687

Amending Ordinance 46-761 690

Amending Ordinance 46-918 693

Amending Ordinance 46-936 695

Sale of Remnant Property at Approximately 457 North McLean. (District IV).

Agenda Report No. XII-13 698

Supporting Documents 699

List of second reading Ordinances. (See Attached)

Second Reading Ordinances 703

REVISION:
ITEM XII-10 PULLED

FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 2, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on January 26, 2010

AWARDS AND PROCLAMATIONS

-- Proclamation:

Teen Dating Violence Prevention Month

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. Leon Darnell - Changing bike laws.

2. Helen Cochran - WaterWalk Development.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Letter of Intent Relating to Development of WaterWalk Hotel. (District I)
(Deferred January 12, 2010)

RECOMMENDED ACTION: Approve the Letter of Intent and authorize the necessary signatures, and authorize staff to apply to the Department of Revenue for a sales tax exemption.

III. NEW COUNCIL BUSINESS

1. Adoption of the 2009 - 2018 Capital Improvement Program, (CIP).

   RECOMMENDED ACTION: Adopt the 2009 - 2018 Capital Improvement Program and approve the proposed changes to City Council Policy 2 - Financing of Public Improvements.

2. Cultural Market Ordinance.

   RECOMMENDED ACTION: Approve the first reading of the ordinance.

3. Wholesale Water Agreement - Amendment.

   RECOMMENDED ACTION: Approve the amendment to the Wholesale Water Agreement by and between the City of Wichita and City of Derby/El Paso Water Company and authorize the necessary signatures.

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

4. Repair or Removal of Dangerous and Unsafe Structure. (District I)

Property Address	Council District
a. 1908 North Grove	I

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of February 2, 2010; (2) the structure has been secured as of February 2, 2010, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of February 2, 2010, and will be so maintained during renovation.

(10:30 a.m. or soon thereafter)

5. Public Hearing and General Obligation Bond and Note Sale.

   RECOMMENDED ACTION: Close the public hearing; direct the opening and reading of the bids; award the sale of the Bonds and Temporary Notes; and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication of the Bond and Note Ordinances.

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.

IV. NON-CONSENT PLANNING AGENDA

1. DER2009-00004 Amendment to the "Wichita-Sedgwick County Unified Zoning Code" to add "motor vehicle impound lot" to the list of permitted uses, and allow the same in the LI Limited Industrial and GI General Industrial districts, subject to compliance with supplementary use regulations.

   RECOMMENDED ACTION: 1) Approve the amendment to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.

   (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

V. CONSENT PLANNING AGENDA

1. *ZON2008-00052 AND CUP2008-00040 – Extension of time to complete the platting requirement for DP-315 The Funston Addition Community Unit Plan and a zone change from SF-5 Single-family Residential ("SF-5") to GC Limited Commercial ("GC"); generally located on the southwest and corner of 47th Street South and Hydraulic Avenue. (District III)

   RECOMMENDED ACTION: Approve an extension of the platting deadline to December 9, 2010.

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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. 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.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)

1. Report of Board of Bids and Contracts dated February 1, 2010.

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

2. Applications for Licenses:

Renewal	2010	
Saundra Jean Lacy	Jessie's Primetime Entertainment	304 South Laura

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

New	2010	(Consumption on Premises)
Willis E Hartman	Angela's LLC dba Knolla's Pizza*	13011 East 21st Suite 111
Fernando Martinez	Las Garzas Restaurant LLC*	1611 South Broadway

* General/Restaurant 50% or more gross revenue from sale of food.

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

4. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:
   a. Aquifer Storage and Recovery Construction Management Services, Design Services and Program Application Software Development-Supplemental Agreement.
   b. Aquifer Storage and Recovery Well Technical Advisory and Water Chemistry Pilot Test Services - Supplemental Agreement.
   c. Right-of-Way Agreement, Estfan, LLC. (District IV)
   d. Wichita Valley Center Flood Control Levee Improvements.

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

6. Property Acquisitions:
   a. Partial Acquisition of Land at the Southeast Corner of Spring Lake Road and SW 84th Street for the Integrated Local Water Supply Plan. (Harvey County)
   b. Partial Acquisition of Land along the Southeast Corner of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan. (Harvey County)
   c. Partial Acquisition of Land along the Southeast Side of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan. (Harvey County)
   d. Partial Acquisition of Land at the Southeast Corner of Harry and 127th Street East of the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)
   e. Acquisition of Land at the Southwest Corner of SW 72nd Street and Old Settlers Road for the Integrated Local Water Supply Plan. (Harvey County)
   f. Partial Acquisition of Land along the Northeast Side of Golden Prairie Road and SW 24th Street for the Integrated Local Water Supply Plan. (Harvey County)

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

7. Minutes of Advisory Boards/Commissions

Library Board, December 15, 2009
District VI Advisory Board, December 7, 2009
Board of Electrical Appeals, November 10, 2009

RECOMMENDED ACTION: Receive and file.

8. Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for, twenty (20) paving projects and it is necessary to set a public hearing date. Informal Hearing with City personnel will be held February 22, 2010 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 5, 2010.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 9, 2010.

9. Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the Hyatt lawn for River Festival 2010. (District I)

RECOMMENDED ACTION: Approve the resolution to allow the gating of the event to be held at A. Price Woodard Park and Hyatt lawn, as part of the Wichita River Festival.

10. ARRA Street Maintenance Projects. (Districts II, III and V)

(PULLED 02/01/2010 BY PUBLIC WORKS DIRECTOR)

11. Plumbing Repair Service-Selection of Vendor.

RECOMMENDED ACTION: Approve the selection of The Waldinger Corporation for the plumbing repair services and authorize the necessary signatures.

12. Request for Change in Method of Assessment, New Market Square Phase III Addition. (District V)

RECOMMENDED ACTION: Approve the amending ordinances and authorize the necessary signatures.

13. Sale of Remnant Property at Approximately 457 North McLean. (District IV).

RECOMMENDED ACTION: Approve the Real Estate Purchase Contracts and authorize all necessary signatures.

14. Second Reading Ordinances: (First Read January 26, 2010)
    a. List of second reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Letter of Intent Relating to Development of WaterWalk Hotel (District I)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Approve the Letter of Intent.

Background: On September 10, 2002, the City of Wichita entered into a development agreement with WaterWalk, LLC for the redevelopment of a 20-acre area located within the East Bank Redevelopment District, between Main Street, the Arkansas River, Waterman and Kellogg. The development agreement has been amended several times to accommodate specific components of the project master plan, such as Gander Mountain and the WaterWalk Place building.

The development agreement requires the City to lease private development parcels to WaterWalk LLC when the developer is ready to develop each parcel, for a term of 99 years at $1.00 per year. So far, WaterWalk LLC has executed ground leases for Gander Mountain and WaterWalk Place, although the WaterWalk Place site was later deeded to WaterWalk LLC to allow the building to be subdivided into condominiums. WaterWalk LLC also assigned its development rights for another parcel to the Wichita Area Association of Realtors (WAAR) and the City subsequently entered into a 99-year ground lease with WAAR for the development of their headquarters building on that site.

WaterWalk LLC has entered into a tentative agreement with Four-G, LLC for the development of a Marriott Fairfield Inn and Suites Hotel on a parcel located adjacent to the WaterWalk Place building, which grants development rights to the parcel to Four-G, LLC. City staff have negotiated a Letter of Intent with Four-G, LLC which sets forth in general terms the City's proposed assistance with the development of the hotel, and which was presented for City Council approval on January 12, 2010. Council action on the WaterWalk Hotel Letter of Intent was deferred until February 2, 2010.

Analysis: Four-G, LLC is wholly owned by Jim Korrock who has developed and owns three other Marriott hotels in Wichita, including the Courtyard by Marriott Hotel in Old Town, and the Residence Inn and the Springhill Inn and Suites hotels in the Plazzio development at 13th Street North and Greenwich Road. The proposed Marriott Fairfield Inn and Suites Hotel will be located immediately south of the WaterWalk Place at the northwest corner of Main Street and Dewey Avenue in Downtown Wichita. The hotel will be a limited service hotel with approximately 130 rooms (but not less than 115 rooms). Under the terms of the Letter of Intent, the developer will provide room service at the hotel, catered by a nearby restaurant, from 6 p.m. to midnight everyday. The attached Letter of Intent also expresses the City's intent to provide certain financial assistance to the development of the hotel, as outlined below.

Guest Tax Bonds

Under the terms of the Letter of Intent, the City would provide a cash contribution to the construction cost of the hotel, in an amount not-to-exceed $2,500,000. This City investment would supplement the contribution of developer fees of $400,000 to provide equity to leverage approximately $9,740,000 in

bank and SBA financing, to provide total project funding of approximately $12,000,000. The actual amount of the City's contribution will be the amount that can be financed with tax-exempt general obligation bonds paid from projected transient guest tax revenues to be paid by the hotel over a 20-year period, taking into account a required 120% coverage of guest tax revenue over debt service and costs of issuance. The City's contribution will not be disbursed until all other project funding is firmly committed, and pursuant to construction draws and procurement of personal property paid for on a proportional basis with other funding sources. The City has previously used transient guest taxes to finance contributions to the development of the Hyatt Regency Hotel and the Hotel at Old Town, similar to the proposed use for this project.

Staff was asked to investigate the possibility of using the proposed hotel's guest tax revenue to provide a limited guaranty for additional bank financing, in lieu of issuing City bonds. Kansas Law does not allow cities to enter into financial obligations without appropriating up-front the full amount of funds necessary to meet the obligation, no matter how contingent it may be, unless it is through the issuance of duly authorized bonds or notes. The City's bed tax guaranty would therefore have to be made subject to annual appropriations through the budget process. The developer states that the amount of the bank loan is based in large part on the ratio of the loan to the total project cost and that the bank will be unwilling to increase the amount of the loan.

Community Improvement District

Recently enacted state legislation allows cities to establish community improvement districts (CIDs) and impose a special sales tax and/or special assessment property taxes on businesses located within the CID for a maximum term of 22 years. CID revenues may be used to finance public and private improvements within the CID and to pay certain costs. Subject to the approval by the City Council of a formal policy governing the use of community improvement districts (CID) in the City, the Letter of Intent allows the developer to take advantage of a new state law. For this project, the CID will be comprised solely of the hotel parcel and the CID tax will be a 2% sales tax on hotel sales, primarily hotel rooms. The CID revenues will be remitted to the developer on a pay-as-you-go basis and used to retire conventional financing.

Staff has developed a draft CID policy and has held informational meetings with the City Council and stakeholders from the development community. The formal policy will be presented to the City Council in the near future for approval. The use of CID proposed in the Letter of Intent falls well within the limits proposed in the draft policy. The developer understands and agrees that without approval of a CID Policy by the City Council, CID financing will not be available for this project.

Industrial Revenue Bonds

In order to provide a sales tax exemption on construction costs and furnishings and equipment, the Letter of Intent provides for the issuance of taxable industrial revenue bonds in an amount not-to-exceed $12,000,000. The bonds will be privately placed with the developer and/or conventional lenders and will be subject to all standard IRB letter of intent conditions. The estimated sources and uses of funds for the hotel project are attached hereto.

The cost of developing the hotel is estimated to be approximately $91,000 per room, based on the current pro forma. The estimates were developed in accordance with advice from the Marriott Hotel Corporation, owner of the Fairfield Inn and Suites brand. An on-line report by PKF on hotel development costs lists the average cost-per-room of a "mid-priced hotel" such as a Fairfield Inn at $101,800.

99-year Ground Lease

The City and Four-G, LLC will enter into a 99-year ground lease for the project site, based closely on the WaterWalk Master Ground Lease that was previously approved by the City Council. The City similarly entered into a direct ground lease with the Wichita Area Association of Realtors for their development in WaterWalk. The terms of the ground lease include a base rent of $1.00 per year, plus contingent additional rent equal to 25% of cash flow net of all expenses and a 20% return based on total construction costs. The additional rent feature is designed to ensure that the City shares in any "up-side" potential that exceeds market returns.

Concern has been expressed that starting a new 99-year term with each site-specific ground lease may unreasonably extend the overall term of the WaterWalk Master Ground Lease well beyond 99 years. Four-G, LLC is willing to adjust the term down to coincide with the Master Ground Lease, so long as it does not jeopardize its ability to secure financing.

Parking Management

The agreement between Four-G, LLC and WaterWalk LLC allows the use of parking spaces in the WaterWalk Place parking garage by hotel guests. The garage is owned by WaterWalk LLC and is subject to the WaterWalk Development Agreement which calls for a minimum of 250 daytime parking spaces and 350 nighttime spaces to be made available to the public. There are now over 400 spaces available to the public, day or night; and since hotel guests can be considered members of the public, there is no need to amend the Development Agreement to accommodate hotel parking. To ensure the availability of spaces for hotel guests, WaterWalk LLC proposes to erect a gate at the bottom of the uppermost level of the parking garage that will be accessible only to condominium owners at that level and hotel guests. Under the Letter of Intent, the hotel developer agrees to put into place management practices to encourage hotel guests to park in the upper level of the garage.

Market Study

The WaterWalk Development Agreement includes a provision that allows the City to commission a market study to determine what impact a new hotel in the WaterWalk area may have on the Hyatt Regency Hotel. PKF Consulting, who is under contract to serve as hotel asset manager to the City, has been engaged to carry out the market impact study. Under the Letter of Intent, if the market impact study shows that the development of the Fairfield Inn and Suites Hotel in the WaterWalk area will have an adverse impact on the Hyatt, the City may rescind the Letter of Intent and halt development of the hotel.

PKF has provided the City with the attached impact study findings which show that the development of the proposed Fairfield Inn and Suites in the WaterWalk area will not have a significant impact on the Hyatt Regency Hotel. This conclusion is based on several factors including location, price differential, brand differentiation and the segments of the market served by each hotel brand.

Background Check

In accordance with City regulations, the Urban Development Office has conducted a background check on the principal of Four-G, LLC without any significant findings.

Financial Considerations: Funds equal to the amount of transient guest taxes generated by the proposed hotel will be transferred from the Convention and Tourism Fund to the Debt Service Fund each year for the term of the bonds issued to finance the City's contribution. General obligation bonds paid by

transient guest taxes are secured by the full faith and credit of the City. To mitigate the risk that debt service requirements on the bonds might exceed that amount of guest taxes actually generated by the hotel, the bond issue will be structured with a "super-sinker" redemption feature in which a portion of the bond principal is called for redemption based on the amount of excess guest tax revenue available. If at the end of the bond term, guest tax revenues are not sufficient to redeem the remaining super sinker bonds, other funds would have to be used, or the term extended through refinancing.

Four-G, LLC agrees to pay all costs of issuing the industrial revenue bonds and agrees to pay the City's $2,500 annual administrative service fee for as long as the bonds are outstanding. Because the project is located within a tax increment financing project area, it is not eligible for a property tax exemption. The project is eligible for sales tax exemption on all bond-financed purchases of taxable personal property, such as construction materials and hotel furnishings and equipment. The total value of the sales tax exemption is estimated to be $328,945.

Wichita State University's Center for Economic Development and Business Research has conducted a fiscal impact analysis to measure the City's return on its investment in this project. The results of the analysis show the following ratios of benefits-to-costs:

City of Wichita	1.77 to one
City General Fund	1.55 to one
Sedgwick County	54.36 to one
State of Kansas	15.57 to one

Goal Impact: Economic Vitality and Affordable Living; Core Area and Neighborhood. Development of a hotel in the WaterWalk area will provide a major impetus to the success of an anchor for downtown revitalization.

Legal Considerations: The Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined therein and does not constitute a binding obligation of the City of Wichita, until such actions have been taken. Absent subsequent rescission or extension by action of the governing body, the letter of intent to issue bonds and provide other incentives will remain in effect for one year, unless extended by the parties.

Recommendations/Actions: It is recommended that the City Council approve the Letter of Intent and authorize the necessary signatures, and authorize staff to apply to the Department of Revenue for a sales tax exemption.

Attachments: Letter of Intent Regarding the Development of a Marriott Fairfield Inn and Suites Hotel in the WaterWalk Redevelopment Project Area
Estimated Sources and uses of Funds – Proposed WaterWalk Hotel
PKF Impact Study Findings

_____, 2010

Four-G, LLC
Attention: James E. Korroch
9340 E. Central, Suite A
Wichita, KS 67206
Email: jkorroch@aghospitality.com

Re: **Letter of Intent Regarding the Development of a Marriott Fairfield Inn and Suites Hotel in the WaterWalk Redevelopment Project Area**

Dear Mr. Korroch:

In accordance with the action taken at a regular meeting held on January 12, 2010, this Letter of Intent with Four-G, LLC (**"the Developer"**), is submitted in order to set forth the agreement of the parties concerning the principal elements of the Developer's intent to the City and the City's intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to finance the construction, furnishing and equipping of a new Marriott Fairfield Inn and Suites Hotel located at the northwest corner of Main Street and Dewey. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the City of Wichita, until such actions have been taken. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect for one year, unless extended by the parties.

The Project.

Developer has contracted to purchase an assignment of a 99-year lease from WaterWalk LLC of approximately .8 acres immediately south of the WaterWalk Place Development at the corner of Dewey and Main Street. Subject to completion of its due diligence and closing of assignment of the lease from WaterWalk, LLC, Developer intends to construct and operate a Marriott Fairfield Inn and Suites Hotel with approximately 130 rooms (but no less than 115 rooms) supported by the adjacent parking facilities in the existing WaterWalk Parking Garage. The land, hotel and all development and operation related thereto is referred to as the **"Project"**. Developer will ensure that the operations of the Project will include room service catered by a nearby restaurant and provided daily from 6:00 p.m. until midnight.

City Support.

Assuming the Project qualifies under applicable law and ordinances, the City intends to support this Project by: 1) funding up to $2,500,000 to defray the cost of construction from City general obligation bonds to the extent supported by incremental transient guest tax revenue from the Project; 2) establishing a Community Improvement District; 3) and issuing Industrial Revenue Bonds to qualify for sales tax exemption but without abating ad valorem real estate taxes, all as further described below.

Transient Guest Tax Funding. The City will contribute not to exceed $2,500,000 in funding to defray the cost of constructing the Project. The commitment of the City funding contribution is contingent on all other Project funding being committed. The City's contribution will be disbursed to Developer pursuant to AIA Payment Application forms and will be paid on a proportional basis along with the other Project funding sources. It is understood by the parties that the City's contribution is based on the amount of tax-exempt general obligation bond proceeds that can be amortized over a 20-year period based on incremental transient guest tax revenues generated by the Project, based on the pro forma financial projections of room revenue and taking into account a 120% debt service coverage and costs of bond issuance. The parties also acknowledge that the City may utilize "super-sinker" bonds to manage the risk that guest tax revenues generated by the Project do not equal debt service requirements. Changes in pro forma projections of room revenue and bond interest rates may result in changes to the amount of City contribution. Developer will periodically provide the City with confidential financial data to allow the City to track bed tax revenue generated by the Project.

Community Improvement District. Subject to approval by the Wichita City Council of a policy governing the use of Community Improvement District (**"CID"**) financing, the City will create a CID consisting of only the Project land in accordance with the Kansas Community Improvement District Act (the **"Act"**) and the City's CID Policy upon filing and processing of a proper petition by the Developer with the City.

The CID plan which the City will approve for the Project will have the following components: a) pay-as-you-go reimbursement of the maximum amount of Project costs which are allowed under the Act, but in any event only capital costs will be eligible (development fees will not be permitted to be reimbursed from these funds; funds will be used solely to service debt on the Project); and b) 2% sales tax on all income from the Project which is subject to Kansas sales tax for a period of twenty-two (22) years. The City and the Developer may enter into a Development Agreement concerning the operation of the CID if deemed appropriate for its administration.

Industrial Revenue Bonds. The City will issue industrial revenue bonds in an amount not-to-exceed $**12,000,000** to acquire, improve, equip and furnish the Project. The bonds will be used to finance the capitalizable Project costs being financed through conventional debt and equity sources. The Developer has represented that it will make a total equity investment in the Project in the amount needed to fully fund the development costs net of conventional financing and the City contribution.

The intent to issue bonds is also subject to the following additional conditions:

1. Negotiation of a Lease Agreement, which will preclude assignments or subleases made without the City's consent, and which will also contain requirements for completion of the capital investment referred to above, timely payment of all property taxes, compliance with the average wage requirements of the City's Economic Development Incentive Policy, compliance with all applicable governmental laws, rules and regulations (including ordinances of the City, as they exist or may hereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City of Wichita), and provision for payment to the City of any amounts necessary to recapture from Four-G, LLC the financial benefit conferred by the sales tax exemption, in the event that Four-G, LLC fails to comply with any of the conditions referenced in this paragraph.

2. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the bonds, pursuant to K.S.A. 12-1744.

3. Execution of a guaranty for the payment of the bonds (which, for the tenant, may be in the form of an unconditional guaranty incorporated in the Lease).

4. Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

5. Agreement to enter into the City's Administrative Service Fee Agreement providing for annual payments of $2,500 each year for the time period in which the bonds are outstanding.

6. Agreement that, prior to the issuance of the bonds, the applicant will have an approved Equal Employment Opportunity/Affirmative Action Plan on file with the City.

7. An agreement to provide the City with documented evidence, prior to the issuance of the bonds, that the applicant used procedures that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as contractors, subcontractors, engineers, architects, suppliers and vendors on the bond-financed project. This requirement is in addition to any requirements imposed by other incentives covered by this Letter of Intent.

8. An agreement that, prior to the issuance of the bonds, the applicant will have obtained approval from City staff of a proposed water conservation plan.

9. An agreement to submit building and site plans to the City's Design Council for review, and to modify the proposed design as necessary to comply with reasonable Design Council recommendations or conditions.

10. An agreement to make any payment required as a condition of the letter of intent, or which may be required as a contingent payment in the Lease in the event that certain conditions (including failure to comply with other conditions of the letter of intent or the City's Economic Development Incentive Policy) occur during the time period in which the bonds are outstanding.

11. An agreement to provide the City, at the time the proposed Lease agreement is submitted, an Environmental Site Assessment ("ESA"), performed by an independent consultant recognized as an expert in the area, that documents the environmental condition of the property; bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.

12. An agreement, to be incorporated in the Lease agreement, that the applicant will use and operate the project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation.

13. An agreement to furnish copies of any annual financial audits to the City.

14. An agreement to cooperate with any annual compliance audit procedures(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.

15. A commitment to achieve and maintain the wage requirements imposed by the City's Economic Development Incentive Policy, and to meet Four-G, LLC's Equal Employment Opportunity/Affirmative Action goals, during the term of the bond issue, subject to revocation or requirement for repayment of all public incentives, at the discretion of the City's governing body, in the event of any noncompliance.

16. An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the Project, or liabilities arising out of the operation of the Project, including (without limitation) a performance bond sufficient to secure completion of the Project.

17. An agreement that, prior to issuance of the bonds, the applicant will provide proof that all ad valorem property taxes on the Project property due and owing up to the proposed date of issuance have been paid.

18. Arrangement (such as a Bond Placement Agreement) for the non-public placement of the bonds, which shall contain suitable indemnification agreements from the prospective tenant indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.

19. An agreement that the tenant will not, while any of the bonds are outstanding, have a commercial banking relationship with the trustee of the bond issue unless the bondholder shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.

20. An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

The governing body has also approved pursuit of a sales tax exemption, with an estimated value of $328,945. The City will use its best efforts to obtain a sales tax exemption certificate from the Kansas Department of Revenue covering the purchase of all taxable personal property, building materials and services that are financed with IRBs. Only purchases made subsequent to the receipt of the sales tax exemption certificate are eligible for exemption.

The sales tax exemption is within the description of "public incentives" in the City's Economic Development Incentive Policy, and will be fully subject to the ongoing compliance and repayment provisions of such policy.

Ground Lease. The parties will enter into a 99-year ground lease for the Project site, located on approximately .8 acres of land at the northwest corner of Main Street and Dewey Avenue, immediately south of the WaterWalk Place condominium building. The terms and conditions of the ground lease will be based on those of the WaterWalk Master Ground Lease. The base rent will be $1.00 per year, with additional rent equal to 25% of cash flow net of all expenses and a 20% return based on total construction costs.

Parking Management. The parties acknowledge that guest parking for the Project will be provided by reserving parking spaces in the WaterWalk Place parking garage located adjacent to the Project. Access will be restricted to a maximum of 119 spaces located on the fifth level of the WaterWalk Place parking garage, of which up to 24 may be reserved for residential condominiums located on that level, leaving a minimum of 95 spaces for hotel guests. Developer intends to implement management practices that encourage hotel guests to utilize the reserved spaces.

Permits/Signage. The City intends to use its Development Assistance Office to expedite the process of plan review, permitting building inspections and issuance of certificates of occupancy. A Senior Plans Reviewer will be assigned to provide a single point of contact for dealing with all building construction issues. Developer is nevertheless responsible for submitting all necessary documentation in a timely fashion and paying all applicable rates, fees and charges.

The City will also support the use of other Economic Development Incentives which are available and appropriate for the Project**.** These incentives will also be subject to review and determination of City staff and, where appropriate, approval of the governing body.

Market Study Report. The parties acknowledge that the City has commissioned a market impact study pursuant to Section 3.6 of the Development Agreement Regarding Development of the East Bank, dated September 10, 2002, as amended to determine whether the Project can be expected to have an adverse financial impact on the Wichita Hyatt Regency Hotel. If the report of that study concludes that the Project does have an adverse impact on the Wichita Hyatt Hotel, the City may object to development of the Project and the Developer may not proceed with construction of the Project.

A copy of this letter is enclosed for your records. Please sign and return the original to the City's Law Department, 455 N. Main Street – 13th Floor, Wichita, KS 67202, to evidence Four-G, LLC's acceptance of the terms and conditions hereof.

Sincerely,

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

c: Allen Bell, Urban Development Office
Mert Buckley, Counsel to Developer
Dorothea Riley, Bond Counsel
John D'Angelo, City Design Council
Kay Drennen, Environmental Services
Deborah Farrington, Controller's Office
Donna Wright, MAMBDC

Accepted:

_____
Four-G, LLC
By: James Korroch, Manager
Date: _____, 2010

PROPOSED WATERWALK HOTEL

Estimated Project Sources and Uses of funds

Number of Rooms: 127

USES OF FUNDS		SOURCES OF FUNDS		
	total $	Developer Equity	City Bed Tax Bonds	Bank Loans
Site Acquisition Costs	760,000			760,000
Construction Costs	7,294,550		2,500,000	4,794,550
FF&E	2,259,500			2,259,500
Franchise Fees	65,000			65,000
Signage	60,000			60,000
Architect & Engineering	185,000			185,000
Operating Preopening	181,172			181,172
Development Fee	400,978	400,978		
Insurance	50,000			50,000
Working Capital	350,000			350,000
Financing Costs	741,699			741,699
		400,978	2,500,000	9,446,921

Total Uses of Funds	12,347,899	Total Sources of Funds	12,347,899

PKF Consulting

1010 Lamar Street
Suite 400
Houston, TX 77002

Telephone (713) 621-5252
Telefax (713) 621-9494
www.pkfc.com

January 27, 2010

Mr. Robert L. Layton
City Manager
City of Wichita
455 N. Main
13th Floor
Wichita, KS 67202

Re: Impact Study Findings, Wichita, KS

Dear Mr. Layton:

We have completed an impact study related to the proposed 127-room Fairfield Inn to be developed at a site in the WaterWalk Development in the downtown area of Wichita, Kansas.

I. SCOPE OF WORK

The scope of our work included, but was not necessarily limited to, the following:

- Review of available planning materials relative to the proposed Fairfield Inn project as supplied by you and/or the developer.

- Inspection of the subject site and the surrounding area to determine the proposed hotel's impact on the performance of the Hyatt Regency from a locational perspective.

- Review of economic, demographic, real estate and transportation data pertaining to the City of Wichita to evaluate the present economic climate and future growth potential, particularly as it relates to lodging demand.

- Interview of selected market representatives to assess the strength of its existing and future lodging demand, including
    - Economic Development Office
    - Intrust Bank Arena
    - Century II Convention Center
    - Competitive Hotels

- Interview of the developer of the proposed Fairfield Inn to understand the concept, proposed facilities and amenities, targeted demand sources, anticipated competitive set, estimated average daily rate and opinion of the impact on the Hyatt Regency Hotel.

- Interview of the General Manager of the Hyatt Regency Hotel to understand its concept, existing facilities and amenities, major sources of demand, identified competitive set, rate structure and opinion of the impact of the proposed Fairfield Inn.

- Assessment of the performance of the competitive sets for each hotel based on interviews, market research and data from Smith Travel Research.

II. FINDINGS

1. Location

The Hyatt Regency is located on the Arkansas River adjacent to the Century II Convention Center, while the proposed Fairfield Inn would be located on the corner of Main Street and Dewey Street within the WaterWalk development. The two properties are located less than four city blocks from each other on opposite corners of the WaterWalk Development. Both hotels would be conveniently located to the new Intrust Bank Arena. The Hyatt's location is also advantageous due to its connection with the Century II Convention Center.

The Intrust Bank Arena is expected to generate new demand for the Wichita market. The arena expects to have a full schedule of events that include sell-out crowds of 15,000 to 16,000 ticket holders six to 10 times a year. We understand that the new demand created by the arena could result in approximately 20,000 to 25,000 room nights each year, if not more. We believe that price-sensitive consumers would vie for the Fairfield Inn, while higher-rated consumers and performing acts would be more attracted to the Hyatt Regency. This works advantageously for both properties.

WaterWalk is a mixed-use, urban village project currently under development which will create additional demand in the downtown area as new retail, restaurant and entertainment tenants are added to the project. We understand that current plans should enable the development to generate new demand in the next three to five years. The atmosphere of the WaterWalk would be beneficial to both the Hyatt Regency and the proposed Fairfield Inn.

According to Go Wichita, the convention and visitors bureau, at least 17,000 room nights were lost as a result of not having 100 more rooms available in the downtown area. This implies that adding the 127-room Fairfield Inn would create the potential for more demand for larger groups that require rooms from multiple downtown properties. The additional demand would likely benefit the Hyatt Regency, as well.

From a locational perspective, we conclude that the proposed Fairfield Inn holds no locational advantage over the Hyatt Regency.

2. Product Differentiation

The proposed Fairfield Inn will be a limited-service Marriott branded hotel offering no meeting space, a lounge / bar area and limited amenities. In general, the Fairfield Inn will offer a limited-service, high quality product. In contrast, the Hyatt Regency is a full-service hotel with extensive amenities and a large complement of meeting space. The Hyatt Regency offers upscale facilities and provides the highest quality guestrooms for area conventions, business travelers and leisure visitors.

Based on our analysis, the two properties would have completely different competitive sets indicating that they do not even operate in the same competitive markets. For there to be an impact, there should be some overlap in competitive sets.

Based on identified and potential new demand resulting from the Intrust Bank Arena and convention meetings gained by having more downtown rooms, the proposed Fairfield Inn will complement the overall downtown market and capture a fair portion of the new demand that is likely price sensitive. Whereas, the Hyatt Regency will continue to market its facilities to higher rated group demand, business travelers and leisure visitors.

While both properties are located in the immediate vicinity of each other, the two varying market orientations will mitigate any impact.

3. Average Daily Room Rate Differential

Based on a review of the current rate positioning of hotels located in downtown Wichita, if the Fairfield Inn were currently open, the hotel's average daily rate would be approximately $15.00 lower than that of the Hyatt Regency. This rate differential results in a different type of consumer for each property.

Additionally, the two competitive sets have significantly different average daily rates. In 2008, the proposed Fairfield Inn's competitive set's average daily rate was $86.31 compared to $102. 65 for the Hyatt Regency's competitive set, a difference of $16.34.

We believe that the price-sensitive consumers in the Wichita area would not consider the Hyatt Regency, while most full-service consumers would not consider the proposed Fairfield Inn.

4. Market Segmentation

Another differentiating factor is the mix of demand for the two competitive sets which is called market segmentation. The proposed Fairfield Inn's competitive set's market segmentation is made up of 60% Individual Business Travelers, 20% Group Demand and 20% Leisure Visitors. The market segmentation for the Hyatt Regency's competitive set is comprised of 50% Individual Business Travelers, 40% Group Demand and 10% Leisure Visitors.

Within these categories, there is also a difference. Both Individual Business Travelers and Leisure Visitors that would be attracted to the proposed Fairfield Inn are seeking limited services and a lower price, whereas the Hyatt Regency guests are seeking a larger array of services and are willing to pay a higher price. The Group Demand at the Fairfield Inn's competitive set would be comprised of overflow demand from the full-service, group-oriented hotels and price-sensitive convention attendees. On the other hand, the Hyatt Regency's set attracts the actual meetings and banquets, as well as the higher rated convention attendees.

III. CONCLUSION

The analysis of the location, product differentiation, average daily room rate differential and market segmentation for the proposed Fairfield Inn and Hyatt Regency indicate that the two hotels are significantly different. Therefore, it is PKF Consulting's opinion that there would be no significant impact from the development of the proposed Fairfield Inn on the Hyatt Regency Hotel.

We appreciate the opportunity to perform this engagement for you.

Very truly yours,

PKF Consulting

G. Randle McCaslin
Vice President / Practice Leader

Agenda Item No. III-1

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Adoption of the 2009 – 2018 Capital Improvement Program (CIP)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Adopt the 2009 – 2018 Capital Improvement Program and approve the proposed changes to City Council Policy 2 – Financing of Public Improvements.

Background: The 2009 – 2018 Proposed CIP was presented in draft form to the City Council on December 1, 2009. Workshops were held on December1 and December 15. The Planning Commission and the Advanced Plans sub-committee reviewed the Proposed CIP on January 7, 2010 and December 17, 2009, respectively. The MAPC found the CIP to be in conformance with the comprehensive plan. On January 4 and January 6, 2010, City staff presented the Proposed CIP to each District Advisory Board. In addition, the Proposed CIP was made available to the public via the City website.

Analysis: The Proposed 2009 – 2018 CIP includes 411 individual projects totaling $2.551 billion dollars. Major revenue sources for the CIP include Utility revenues (.9 billion) primarily generated from the Water Utility and the Airport; local sales tax funds (.3 billion) representing the City's portion of the County-wide one cent sales tax; and at-large general obligation bond financing (.4 billion), financed with the dedicated mill levy for the Debt Service Fund. Other revenue sources include special assessments, TIF financing, STAR bond financing, Transient Guest Tax funds and contributions from the State and Federal governments.

Of the $2.551 billion, $930 million would be spent on Water Utility projects. Arterial projects would total $665 million for 104 road improvement projects. An estimated $241 million would be spent for Airport projects, while $94 million would be budgeted for bridges and $195 million for freeways. Public facilities would receive $265 million.

As in the past, City Council adoption of the CIP reflects general approval of an overall plan, but not approval of any individual project. Before a specific project is started, staff will return to the City Council for project specific approval and present project details, including the plan of finance. Staff will generally seek to initiate only projects funded in 2010 and 2011.

Concurrent with the adoption of the CIP, staff is proposing two changes to City Council Policy 2. First, it is recommended that savings in any project be returned to the Debt Service Fund (or other fund which is financing the proposed project). This will eliminate the re-direction of savings from an approved project towards a different, unbudgeted project. Any unbudgeted project being proposed will be clearly identified as such if Council approval is pursued.

Second, it is recommended that all project initiation agenda items include a discussion of the project's impact on the operating budget. This will enhance financial planning and transparency, allowing a full discussion of not just the capital cost of a CIP project, but also the longer term and recurring impact of a project on the City's operating budget.

Financial Considerations: To finance the proposed CIP projects, it will be necessary to increase rates for utility funds. Annually, staff evaluates the financial capacity of the utility and the programmed CIP projects in an effort to minimize rate increases. Any proposed rate increase will be brought to the City Council for approval at a later date; adoption of the CIP does not bind the Council to increase rates.

Water rates are forecasted to increase by 5% in 2011 – 2013; 3% in 2014 and 2015; and 2% in 2016. Based on current financial pro formas, these rate increases will finance previously approved projects nearing completion as well as the $920 million in projects included in the Proposed CIP. Three separate 25 cent per month increases in the Storm Water Utility ERU fee are proposed. These would occur in 2012, 2013 and 2015. These increases would fund $51 million in additional drainage projects. Finally, the CIP includes $4.4 million in Golf Fund financed projects. Per round increases could be required if these projects are initiated as planned. The Proposed CIP would maintain an 8.5 mill levy for the Debt Service Fund. This will not require any change in the current total mill levy of the City.

Goal Impact: The CIP primarily helps protect the City's Infrastructure investment.

Legal Considerations: Based on KSA 12-748, the Metropolitan Area Planning Commission has found the Proposed CIP to be in conformance with the Comprehensive Plan.

Recommendation/Action: It is recommended that the City Council adopt the 2009 – 2018 Capital Improvement Program, and approve the proposed changes to City Council Policy 2 – Financing of Public Improvements.

Agenda Item No. III-2

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Cultural Market Ordinance (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: It is recommended that City Council approve the first reading of the ordinance.

Background: In December 2009, work began on the NoMar International Market Plaza at 21st and Market Streets. As part of the neighborhood revitalization plan, this multi-use plaza was designed to encourage economic opportunities by attracting residents and regional visitors. One of the activities the plaza was designed for is a "cultural market". A "cultural market" as defined by this ordinance means an outdoor place or market area that operates upon City owned property and where multiple vendors gather to sell merchandise.

Analysis: It has been determined that in the interest of public health, safety, and welfare regulation of the time, place and manner a cultural market may operate needs to be established. This ordinance outlines how, when, where, and in what manner a cultural market may take place within the City of Wichita. Issues addressed in the ordinance are license requirements, license fees, procedures for filing for a license, prohibited acts for the market operator and vendors, and prohibited conduct on market property.

This license requirement identifies the market operator as the person responsible for management decisions such as the selection of vendors and the enforcement of adopted and prescribed rules/regulations for the operation of the market. The market operator is also responsible for the publicity and promotion of the market as well as scheduling community or cultural events that will take place on the site.

The license may be issued to the market operator by the week, month, semi-annual or annual basis as established in this ordinance and is as follows:

1. $50 per week;
2. $75.00 per month;
3. $150.00 per 7 month season; or
4. $200 annually

Financial Considerations: Revenue generated from the ordinance will be used to fund enforcement of the ordinance. No additional staff or resources will be needed as the procedures and policies for ordinance enforcement are included under the established Community Events process.

Goal Impact: Quality of Life. The ordinance will help ensure public health, safety and welfare while optimizing public spaces.

Legal Considerations: The Law Department has reviewed and approved the ordinance to form.

Recommendation/Action: It is recommended that the City Council approve the first reading of the ordinance.

Attachments: Ordinance for cultural markets

OCA111000

First Published in the Wichita Eagle on February 12, 2010

1/26/10

ORDINANCE NO. 48-610

AN ORDINANCE CREATING SECTIONS 3.91.010, 3.91.020, 3.91.030, 3.91.040, 3.91.050, 3.91.060, 3.91.070, 3.91.080, 3.91.090, 3.91.100, 3.91.110, 3.91.120, 3.91.130, 3.91.140, 3.91.150, 3.91.160 AND 3.91.170 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CULTURAL MARKETS AND THE LICENSING THEREOF.

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

SECTION 1. Section 3.91.010 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Findings and purpose.** It is hereby found that a cultural market, as defined herein, is designed to develop the educational, social and economic opportunities for local entrepreneurs that strengthen the cultural diversity of the community. The purpose and goals of cultural markets are to offer economic opportunities that will enhance the community and create jobs, to develop and promote businesses owned by the residents of the surrounding neighborhoods and to celebrate and reflect the cultural heritage of the City of Wichita.

The Governing Body finds that it is necessary, in the interest of the public health, safety, and welfare, to regulate the time, place, and manner of cultural markets within the City. It is the purpose of this chapter, therefore, to control certain cultural market activities, to require certain licensing procedures, to assist in regulating cultural markets, to protect consumers, and to protect adjoining property owners as well as the integrity of residential and commercial districts within the City."

SECTION 2. Section 3.91.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Definitions. For the purpose of this chapter, the following words shall have the following meanings, unless the context otherwise requires.

(a) "Cultural Market" means an outdoor place or market area that operates upon City owned property pursuant to a lease or management agreement, and where multiple vendors gather to sell merchandise as determined by the rules and regulations of the cultural market and as designed to promote the purpose and goals of a cultural market as set forth in Section 3.91.010 herein. Products that may be sold at such a market would typically include, but are not limited to, locally grown produce, fine arts, ceramics, pottery, plants, flowers, ethnic crafts and handicrafts, blankets, toys, jewelry, clothing, original artwork, and prepared foods as approved by the City of Wichita Division of Environmental Services, including food sold from trucks, carts or other vehicles. A cultural market site

will also be available for community events and cultural celebrations designed to promote the purpose and goals as set forth in Section 3.91.010.

(b) "Person" means any individual, corporation, partnership, association or other entity.

(c) "Market Operator" means the individual responsible for operating the cultural market on a day-to-day, week-to-week and/or month-to-month basis. The Market Operator is the designated person responsible for management decisions such as vendor selection and enforcement of the adopted and prescribed rules and regulations for the market. The Market Operator will be also responsible for the publicity and promotion of the market and the scheduling and of community and cultural events taking place on the market site.

(d) "Merchandise" means any artwork, agricultural produce, plants, nursery products, flowers, baked goods, handicrafts, goods, wares, food, food products, or any product of any kind that can be bought and sold.

(e) "Transient merchant", "itinerant merchant" or "itinerant vendor" shall be as defined in Chapter 3.95 of the Code of the City of Wichita, and amendments thereto.

(f) “Vendor” as used in this Chapter means any individual or such individual’s employee, designee or agent who sells merchandise on the premises of a cultural market.”

SECTION 3. Section 3.91.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“**License required.** It shall be unlawful for any cultural market operator or person, or any agent, servant or employee thereof, to engage in, carry on, or conduct a cultural market without first having obtained the required license from the City. A separate cultural market license is required for each location at which a cultural market is held or conducted.”

SECTION 4. Section 3.91.040 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“**License fees.** An application for a cultural market license shall be accompanied by the appropriate license fee. Market operators may elect to include participating vendors and sellers who are otherwise required to be licensed by this Chapter as part of the market operator's license (but excluding those vendors or sellers defined in Section 3.91.050) or may elect to have participating vendors and sellers who are otherwise required to be licensed by the city separately obtain their required city licenses. The application fees for a cultural market may be issued by the week, month, semi-annual or annual basis, pursuant to the following fee schedule:

$50.00 per week;

(1) $ 75.00 per month;

(3) $150.00 per 7 month season; or

(4) $200 annually.

(b) A license shall be valid and effective only for the dates and times of operation set forth in the license, and no sales shall be conducted during any other hours on any other dates."

SECTION 5. Section 3.91.050 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**License may include all vendors; exceptions.** A cultural market license may be a blanket license which includes all participating vendors, except for the following types of vendors, producers or sellers who are required to obtain their own separate City of Wichita license as set forth in the Code of the City of Wichita:

(a) Food vendors, food processors, food establishments or temporary food establishments as defined in State Law and by Chapter 7.22 of the Code of the City of Wichita, and amendments thereto. When a licensee is applying for said license solely to participate in a city-licensed cultural market, the license fees as set forth in Chapter 7.22 shall be waived. (b) Activities and/or operations of such a nature as to be considered an amusement ride, ride device, rodeo or animal exhibition or show per the Code of the City of Wichita."

SECTION 6. Section 3.91.060 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"License nontransferable. A license is not transferable to any other market operator, person, firm or corporation and cannot be used for any activity or at a location other than those listed on the application and approved for licensing."

SECTION 7. Section 3.91.070 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**License application.** A cultural market operator shall obtain a license through the City Treasurer's office. A license may be issued only upon the completion of a license application that shall be on a form provided by the City Treasurer. A separate cultural market license is required for each location at which a cultural market is held or conducted. The cultural market application shall contain the following information:

(a) Name, date of birth and contact information of the market operator and applicant; (b) The name and permanent address of the market operator making application, and, if the market operator is not an individual, the names and addresses of the officers of the corporation or members of the partnership, association, or other entity, as the case may be;

(c) If the market operator is a corporation, the name and permanent address of the market operator's registered agent or office;

(d) Proof of a current sales tax license from the State of Kansas for the market operator and all transient merchant vendors, or proof of exempt status from state sales tax; (e) Address of the location where the market operator intends to operate the cultural market;

(f) A copy of the lease agreement with the City of Wichita pursuant to which the cultural market is operating;

(g) Completed information regarding any and all participating vendors that qualify as "transient merchants" under Chapter 3.95 of the Code of the City of Wichita. Such transient merchant information must be submitted on a form and in detail as required by the City and as provided in the cultural market license application. If any transient merchant vendor not included as part of the originally submitted and approved cultural market license application subsequently participates in a licensed cultural market, the market operator shall immediately provide the City the required information for the vendor and a written statement if the vendor is to be added to and allowed to operate under the blanket cultural market license. If the vendor is not to be added to the cultural market blanket license, the market operator shall direct the transient merchant vendor to obtain the required City transient merchant license. Any "Transient merchant" who participates in a cultural market may separately apply for his or her own license with the City of Wichita if the vendor is not included as part of the cultural market license application, or has not been added in writing by the market operator. However, any participating "transient merchant" shall be licensed under either the cultural market license or under his or her own separately-obtained "transient merchant" license; (h) The specific date(s) and times for which the right to operate the cultural market is desired;

(i) A sketch or drawing of the proposed cultural market site showing the approximate dimensions of the area being used, the proximity to buildings, parking lots, rights-of-way or other such areas, and a description of any structure, implement, stand, display prop, vehicle or other such items used for the cultural market, including signs, banners or other attention getting devices;

(j) A statement as to whether or not the market operator and applicant has within two years prior to the date of the application been convicted of any felony;

(k) A copy of the rules and regulations for the operation of the market; and

(l) A signed statement from the market operator and applicant indicating that all of the information provided is true and correct."

SECTION 8. Section 3.91.080 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Issuance of license. (a) A cultural market license may be issued only upon completion of the application, payment of required license fees, and a showing that the cultural market, activity, operator or licensee is not proposing to operate in violation of the prohibited acts stated in Section 3.91.110, or in violation of any state, federal or local law. Application for a cultural market license shall be made not less than 10 business days prior to the date(s) for which the activity is scheduled. Upon receipt of a properly completed application for a cultural market

license, the City Treasurer shall refer the application to the appropriate city departments for investigation and recommendation regarding issuance of the license. The rules and regulations of the cultural market must be reviewed and approved as set forth in Section 3.91.150 before the license is issued.

(b) If a license is not issued, written notice shall be mailed, faxed, electronically issued or hand delivered to the applicant indicating the reason for the denial, and shall also set forth information regarding the right of the applicant to appeal the denial.

(c) The issuance of a license shall not otherwise prohibit enforcement of this chapter or any other laws, and further, shall not authorize the licensee to operate his or her business in violation of the Wichita-Sedgwick County Unified Zoning Code, as set forth in Title 28 of this Code."

SECTION 9. Section 3.91.090 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Display of license.** A licensee shall be required to display the cultural market license while any activities pursuant to the license are being conducted. The license shall be posted in plain view to all customers or others at the location, and to law enforcement officers and other enforcement officers of the city."

SECTION 10. Section 3.91.100 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Revocation of license.** (a) The Superintendent of the Office of Central Inspection may revoke any license issued under this chapter, for any of the following reasons:

(1) Fraud, misrepresentation or false statement contained in the application for license.

(2) Fraud, misrepresentation or false statement made in the course of carrying on the business.

(3) Any violation of the provisions of this chapter.

(4) Any violation of Chapter 7.41 of the City Code, pertaining to the prohibition of loud and unnecessary noise.

(b) The superintendent of central inspection shall notify the licensee of the revocation of his or her license in writing, setting forth the grounds for revocation, which shall be hand delivered to the licensee, or mailed to the licensee's permanent address appearing on the application. Upon five days' written notice to the person holding any license issued under the provisions of this chapter the Director of Central Inspection shall have authority to revoke the license.

(c) Any person aggrieved by the revocation of a license as provided in this chapter shall have the right of appeal to the city council as set forth in Section 3.91.130."

SECTION 11. Section 3.91.110 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Prohibited acts – market operator and vendors. It is unlawful for any cultural market operator, vendor, food service vendor, transient merchant or any grower or producer to:

(a) Conduct business or carry on activities in violation of any zoning requirements of the city, including setback requirements;

(b) Create noise in violation of Chapter 7.41 of the city code;

(c) Provide any false or misleading information in completion of any license application;

(d) Fail to provide, at the request of the purchaser or customer, a written receipt for purchases exceeding $5.00 (five dollars) or as required by the State of Kansas;

(e) Fail to provide any customer, or other such person, her or his name, the name of the company or organization represented, the name of the product, or make any representation as to identity which is false or misleading;

(f) Fail to allow authorized law enforcement officers or other enforcement officers of the city to enter into or upon the premises of the cultural market or to otherwise interfere with any inspection of the premises or business;

(g) Fail to remove any structure, device, trash, or debris caused, created or associated with the cultural market activities that are in an outdoor area;

(h) Consume alcoholic liquor or cereal malt beverage upon market property, unless allowed by a community event with the appropriate licensing;

(i) Sell or offer for sale any beverage in glass containers;

(j) Sell, offer for sale or to be given away any live animals;

(k) Sell or offer for sale any spray string, confetti or other litter-causing material;

(l) Sell or offer for sale any goods known to the vendor to be stolen. All merchandise on the premises of a cultural market shall be subject to inspection at any time by law enforcement officers. A vendor may be required to verify that he or she is the legal owner of merchandise being sold or offered for sale.

(m) Erect or display more than two (2) temporary signs to generally advertise the cultural market, with no such sign exceeding 16 square feet in area, or for any seller and/or vendor to erect or display more than one sign or any sign greater than 10 square feet in total area. Sign permits shall not be required for signs as described above. Such signs shall not be erected more than 24 hours prior to the market's opening for sales to the public, and shall be removed within 24 hours of the markets closing for sales to the public. Streamers, pennants, search lights and any device with flashing, blinking, rotating or moving action are prohibited from use, and no sign shall be placed upon the public right-of-way, or within the vision site triangles for public street intersections or driveways as set forth in the Sign Code (Title 24.04.200 of the Code of the City of Wichita);

(n) Erect or construct any structure, tent, or building greater than 150 square feet in size, unless a building permit for a larger structure, tent or building is obtained;

(o) Conduct business or carry on activities within 50 feet of any driveway entrance or access lane from a public street to an existing business;

(p) Conduct business or carry on activities within the city right-of-way;

(q) Conduct business or carry on activities between the hours of 9:00 p.m. and 6:00 a.m. The requirements governing location and placement of cultural markets and activities in subsections (a), (m), (n), (o), (p) and (q) shall not be applicable to cultural markets or cultural market vendors who participate in a community event which has been approved and issued a permit by the City of Wichita's Community Event Coordinator pursuant to the ordinances of the City of Wichita."

SECTION 12. Section 3.91.120 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Prohibited conduct on market property.** Except as part of a licensed community event, it shall be unlawful for any person to:

(a) Ride upon a skateboard, roller skates, in-line skates or skate shoes upon the premises of a cultural market; or

(b) Ride upon a bicycle, unicycle or any motorized vehicle upon the premises of a cultural market, except that this prohibition shall not apply to members of the Wichita Police Department operating bicycles in the normal course of duty, nor to persons with a disability using a motorized vehicle as a means of conveyance; or

(c) Bring a pet or other animal upon the premises of a cultural market, except this prohibition shall not apply to law enforcement or public safety officers using animals in normal course of duty nor to any person with a disability using a service animal for assistance."

SECTION 13. Section 3.91.130 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Appeals.** An applicant or licensee may appeal the decision of the Superintendent of Central Inspection that either denies an application for a license, or revokes a license as provided in Section 3.94.100 (b). Such appeal shall be to the City Council, and must be filed in writing with the city clerk within ten (10) days after the notice of denial or revocation, has been mailed or hand-delivered to an applicant or licensee. The City Council shall conduct the hearing as soon as practical following the submittal of the appeal request, and in accordance with City Council Agenda Process guidelines or procedures established by the City Manager."

SECTION 14. Section 3.91.140 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Enforcement.** In addition to all law enforcement officers of the city, the Superintendent of Central Inspection and all deputies under his or her supervision, and all health officers who are authorized representatives of the Director of the Division of Environmental Services shall have the power to enforce the provisions of this chapter."

SECTION 15. Section 3.91.150 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Promulgation of rules; contents thereof and violations.** The Market Operator is specifically authorized to develop, implement and enforce all necessary and proper rules for the management and operation of a cultural market. The rules and regulations of a cultural market must be in accordance with all relevant federal, state and local laws and regulations, and shall be reviewed and approved by City of Wichita's Division of Arts and Cultural Services before the market license is issued.

Said rules shall specifically set forth procedures designed to address resolution of complaints and disputes between consumers and vendors or between or among vendors and/or the Market Operator. The rules shall further establish a process by which decisions regarding resolution of disputes or the operation of the market may be appealed. Operational decisions which may be appealed shall include, but not limited to, inclusion or exclusion of particular vendors and/or merchandise from a cultural market and limits on type, volume or price of merchandise sold at the cultural market. Such appeal process shall include an opportunity for a hearing before the board of directors of the entity holding the lease or management agreement with the city.

Violation of the rules and regulations of a cultural market shall be cause for removal of a vendor from the cultural market's blanket license or suspension and/or revocation of the vendor's transient merchant license, if applicable."

SECTION 16. Section 3.91.160 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Compliance with state statute**. Nothing in this Chapter shall be interpreted to authorize any person licensed hereunder to transact business as a cultural market in violation of any state statute governing the conduct of transient merchants and merchant sales, nor shall compliance with the provisions of this Chapter relieve any person from compliance with the state statutes requiring the licensing of transient merchants or merchant sales."

SECTION 17. Section 3.91.170 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Violations, penalty.** Any person who violates any of the provision of this chapter is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed five hundred dollars ($500). Each

day that any violation of this chapter continues shall constitute a separate offense and shall be punishable hereunder as a separate violation."

SECTION 18. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of February, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Wholesale Water Agreement - Amendment

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the amendment of the Wholesale Water Agreement by and between the City of Wichita and City of Derby/El Paso Water Company to allow for changes in the service area.

Background: On June 5, 2001, the City of Wichita and City of Derby/El Paso Water Company signed an agreement for wholesale water service to the City of Derby. The agreement contained a Schedule of Projected Water Usage from 2002 through 2022 and an establishment of Service Area Boundaries.

On February 6, 2007, the original agreement was amended to reduce the volume of sales to City of Derby/El Paso Water Company by ten percent in response to decreased customer demand. The original Schedule of Projected Water Usage was revised accordingly; however, the Service Area Boundaries document was not revised at that time. Projections show all concomitant capital costs are recovered under this revised agreement.

Analysis: The City of Derby/El Paso Water Company requested that the Service Area Boundaries be amended to allow City of Derby/El Paso Water Company to enter into an agreement to provide water service to a casino development planned for an unincorporated area between Derby and Mulvane. As a Wichita Water Utilities wholesale customer, the City of Derby/El Paso Water Company is best positioned to provide economical service to the planned development and surrounding service area.

Financial Considerations: The approval of the revised Service Area Boundaries will result in the potential for increased sales volume due to the expanded service area. No additional capital expenditures are required, and the City of Derby/El Paso Water Company assumes the responsibility for the maintenance of infrastructure required for service delivery to the expanded service area.

Goal Impact: This proposed action will promote achievement of the following goal: Ensure efficient infrastructure. A subcategory of this goal is to "provide reliable, compliant, and secure utilities." Wholesale service agreements provide for economies of scale in the service area, thereby helping to assure efficient service at economical rates.

Legal Considerations: The amendment to the Wholesale Water Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the amendment to the Wholesale Water Agreement by and between the City of Wichita and City of Derby/El Paso Water Company; and 2) authorize the necessary signatures.

Attachments: Amendment to the Wholesale Water Agreement with the City of Derby/El Paso Water Supply service area map

SECOND ADDENDUM TO WHOLESALE WATER SALES AGREEMENT

THIS SECOND ADDENDUM TO WHOLESALE WATER SALES AGREEMENT is made and entered into this _____ day of _____, 2010, by and among:

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, hereinafter referred to as "Wichita";

EL PASO WATER COMPANY, INC., a Kansas corporation hereinafter referred to as "El Paso"; and

THE CITY OF DERBY, SEDGWICK COUNTY, KANSAS, hereinafter sometimes referred to as "Derby."

WHEREAS, on June 5, 2001, the parties hereto entered into an agreement which was subsequently amended by a first addendum dated February 6, 2007 (collectively, the "Wholesale Water Sales Agreement"), pursuant to which El Paso purchases all water to be sold and distributed through its existing distribution system and all extensions thereof, from Wichita; and

WHEREAS, it is in the mutual interest of the parties to further amend the Wholesale Water Sales Agreement to authorize El Paso and Derby to sell water purchased from Wichita to supply certain premises located outside of the El Paso Service Area described in section 6.1 of the Wholesale Water Sales Agreement;

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

1. Section 6.1 of the Wholesale Water Purchase Agreement is hereby amended to read as follows:

6.1. El Paso agrees to provide only water supplied by Wichita pursuant to this Agreement to customers connected to its existing distribution system or any extension thereof and located within the service area described as follows:

All of the following lands located in Sedgwick County, Kansas, east of the 6th Principal Meridian:

The following sections or portions thereof in Township 28 South, Range 1 East: section 25; that portion of section 26 lying east of highway K-15 and that portion of section 26 lying south of 63rd Street South; that portion of section 27 lying south of 63rd Street South and north and east of the Arkansas River; that portion of section 34 lying north and east of the Arkansas River; that portion of section 35 lying north and east of the Arkansas River; and section 36;

The following sections or portions thereof in Township 28 South, Range 2 East: Southwest ¼ of section 27; section 28; section 29; section 30; section 31; section 32; section 33; and section 34;

The following sections or portions thereof in Township 29 South, Range 1 East: section 1; that portion of section 2 lying north and east of the Arkansas River; East ½ of section 10; section 11; section 12; section 13; section 14; East ½ of section 15; South ½ of section 21; E ½ of section 22; Southwest ¼ of section 22; section 23, that portion of section 24 lying north of the Arkansas River; section 27; section 28; section 33; and section 34;

The following sections in Township 29 South, Range 2 East: section 3; section 4; section 5; section 6; section 7; section 8; section 9; section 10; section 15; section 16; section 17; and section 18; and

All of the following lands located in Sumner County, Kansas, east of the 6th Principal Meridian:

The following sections in Township 30 South, Range 1 East: section 3 and section 4.

2. Section 6.2 of the Wholesale Water Purchase Agreement is hereby amended to read as follows:

6.2. On and after February 2, 2010, and for the balance of the term of this Agreement as it may be from time to time extended, the El Paso service area boundaries shall be as depicted on a map which appears as Attachment "2" to this Agreement as the "El Paso Service Area Boundaries." In the event of a conflict between the boundary description set forth in §6.1 hereof and the map designated as Attachment "2" hereto, the boundary description contained in §6.1 shall control.

3. Except as amended hereby, the Wholesale Water Sales Agreement as heretofore amended shall remain in full force and effect according to its terms.

THIS SECOND ADDENDUM to Wholesale Water Service Agreement shall be effective on the date first above written, and upon execution by each party hereto.

CITY OF DERBY, KANSAS	**CITY OF WICHITA, KANSAS**
_____	_____
Dion P. Avello, Mayor	Carl Brewer, Mayor
ATTEST:	**ATTEST:**
_____	_____
Jean Epperson, City Clerk	Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Philip H. Alexander, City Attorney

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

EL PASO WATER COMPANY, INC.

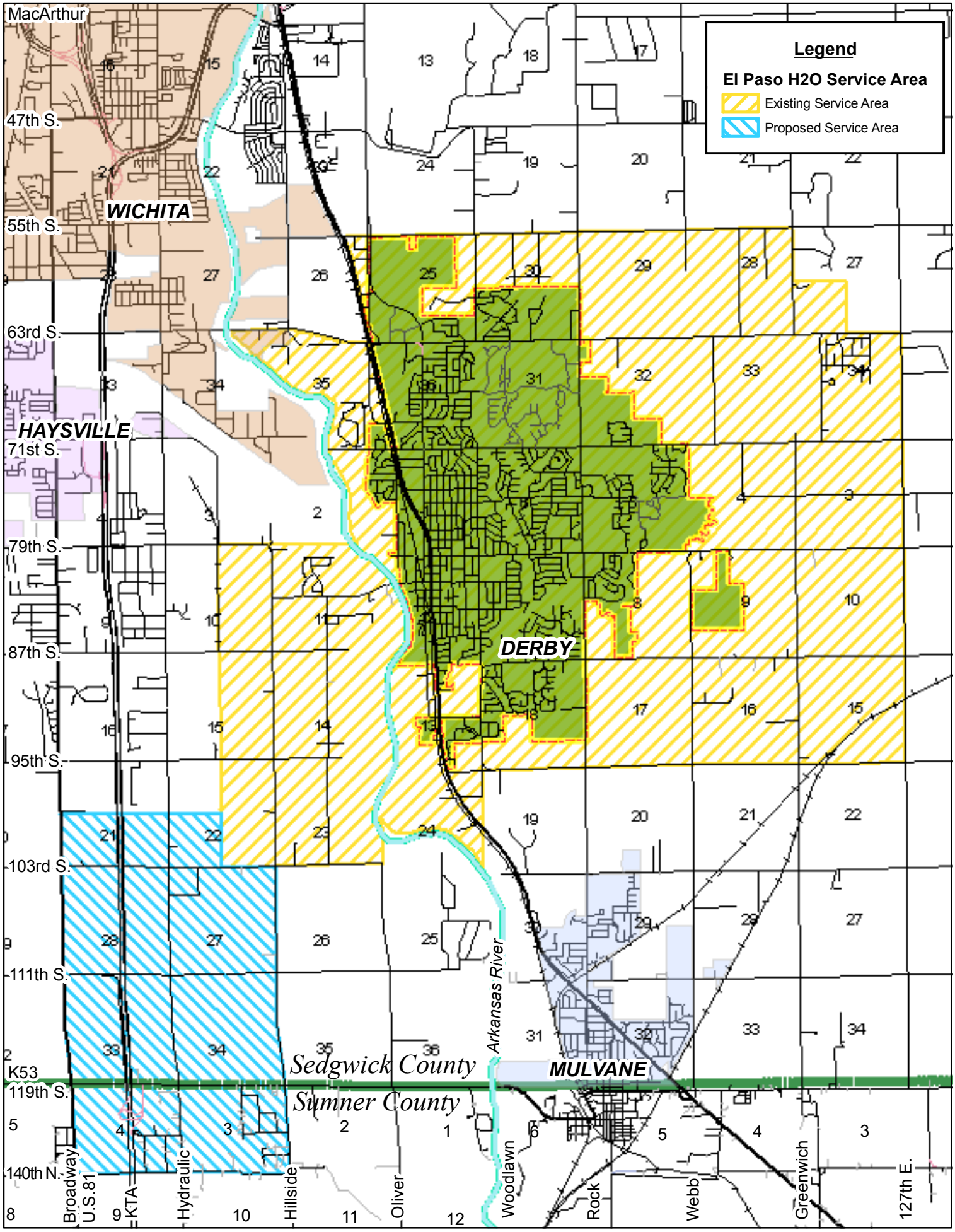
_____
Dion P. Avello, Chairman

ATTEST:

_____
Jean Epperson, Secretary

APPROVED AS TO FORM:

_____
Philip H. Alexander, Corporate Counsel



El Paso H2O Service Area

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District I)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On December 22, 2009, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m. or as soon thereafter, on February 2, 2010.

Analysis: On December 7, 2009, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed below

Property Address	Council District
a. 1908 N. Grove	I

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on December 26, 2009 and January 1, 2010. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of February 2, 2010; (2) the structure has been secured as of February 2, 2010, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of February 2, 2010, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case summary, summary and follow-up history.

DATE: January 13, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1908 N. Grove

LEGAL DESCRIPTION: LOTS 41 AND 43, BLOCK 1, WESTMORELAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32 x 24 feet in size. Vacant for at least 1 year, this structure has a cracking concrete foundation; cracked and chipped asbestos siding, with missing shingles; sagging and badly worn composition roof, with missing shingles; deteriorating front and rear porches; wood trim and framing members are weathered; and the 21 x 12 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 13, 2010

BCSA GROUP #

ADDRESS: 1908 N. Grove

ACTIVE FIELD FILE STARTED: February 21, 2008

NOTICE(S) ISSUED: Since February 21, 2008, a notice of improvement and several violation notices have been issued. It should be noted that in August 2008, a VNR plan was submitted to sell or repair by February 18, 2009.

PRE-CONDEMNATION LETTER: July 17, 2008

TAX INFORMATION: The 2009 taxes are delinquent in the amount of $246.83.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Large piles of cut tree limbs, construction debris, tires and concrete blocks.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There have been four reported police incidents at this location including auto theft recovered not damaged, battery, disturb the peace phone call and attempt to locate person/s.

FORMAL CONDEMNATION ACTION INITIATED: June 19, 2009

RECENT DEVELOPMENTS: As of January 12, 2010, no repairs had been made. The main structure was secure and accessory structure was unsecure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 14, 2009, BCSA hearing Elijah Smith and Devett Smith, Jr., were present as representatives of this property.

The active file was initiated on this property on February 21, 2008. Since that time, a Notice of Improvement and several violation notices have been issued. In August of 2008, a neglected building plan was submitted to Central Inspection, stating the intent was to sell or repair the building by February 18, 2009. A Pre-condemnation Letter was issued on July 17, 2008. The taxes are current; there are no assessments against the property. There is trash, and tall grass and weeds on the premise. Formal condemnation proceedings were initiated on June 19, 2009. No repairs have been made; the front door was unsecure at the last site inspection by Central Inspection staff.

Mr. Devett Smith, Jr., told the Board that the premises had been cleaned and the grass had been cut. He said that the property had been sold, but discovered that another relative's name was listed on the title, preventing the sale of the property at that time. Since then, Mr. Smith explained, the

relative has signed a release on the title and there should be no problem selling the property. The interior has been repaired, and the building is secure. Mr. Smith requested that the Board grant him the maximum time allowed in order to sell the property.

Board Member Willenberg made a motion to allow sixty days for the sale of the property, or it will be submitted to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Murabito seconded the motion.

Mr. Schroeder explained the condemnation process to the Smiths. He added that the sale of the property within the sixty-day period would remove the property from the Council Agenda and return it to the Board, allowing the new owner the opportunity to make the required repairs.

Board Member Crotts made an amended motion to allow sixty days for the substantial progress on the exterior repairs or sale of the property, with an update to the Board from Mr. Smith at the end of the sixty days. Board Member Hartwell seconded the amended motion. The motion carried.

At the December 7, 2009, BCSA hearing there was no one present on behalf of this property.

This property was first before the Board at the September 14, 2009, hearing. At that time, Mr. Elijah Smith and Mr. Devitt Smith, Jr., were present to represent this property. An amended motion was made and approved to allow sixty days for the substantial progress on the exterior repairs or sale of the property, with an update from Mr. Elijah Smith to the Board at the end of the sixty days. As of the December 7 meeting date, Central Inspection staff had not been contacted by the property owner.

Board Member Murabito made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete razing the property. Board Member Youle seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

February 2, 2010
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Assmnts / Pending Assmnts
1908 N. Grove	I	1 yr. 11 mos.	06/19/09	09/14/09 12/07/09	Yes No	60 days to repair or sell. 10/10	Main structure secure and accessory structure unsecure.	Large piles of cut tree limbs, construction debris, tires and concrete blocks.	The 2009 taxes are delinquent in the amount of $246.83.	None

February 2, 2010
City Council Hearing
Removal of Dangerous Structures Case Summary

Pending Incurred Costs
None

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Close the public hearing and approve the bids.

Background: The City is offering for sale three series of general obligation temporary notes in a principal amount not to exceed $83,790,000 (Series 233, 234 and 236) and four series of general obligation bonds (Series 799, Series 800, Series 800A and Series 800B) in a principal amount not to exceed $49,280,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City.

Analysis: The proceeds from the sale of the Series 233, 234 and 236 Improvement and Renewal Notes will be used to provide interim financing for City-at-large, Airport, improvement district projects and improvements related to the WaterWalk and the Douglas and Hillside Tax Increment Financing District. Due to the nature of the improvements for the WaterWalk project and the Douglas and Hillside Tax Increment Financing District, the Series 233 Renewal and Improvement Notes are taxable under Federal law. The proceeds from the sale of the Series 799 Bonds will be used to permanently finance City-at-large and other public improvement projects. The proceeds from the sale of the Series 800, 800A and 800B Bonds will be used to permanently finance neighborhood and façade improvements located in special improvement districts. Due to the nature of the façade improvements, the Series 800B Bonds are taxable under Federal law.

With respect to the Airport improvements included in Temporary Note Series 234, the Internal Revenue Code permits tax-exempt financing for certain categories of "exempt facilities" including facilities for airports. Among the conditions required for airport projects to qualify for tax-exempt facility financing is a requirement that a public hearing be held in a place, time and manner providing reasonable opportunity for persons affected by the bond issue and the project to be heard.

As required under Federal regulations, a public notice was published once in the Wichita Eagle at least 14 days prior to the scheduled hearing date of February 2, 2010 at 9:00 A.M., or as soon thereafter to allow interested members of the public to attend the hearing and express their views with respect to the Projects and the issuance of Bonds. Also as required, the public notice included a general description of the type and use of the projects to be financed, the maximum aggregate face amount of obligations to be issued to finance the projects and the prospective locations of the projects.

Bids will be accepted electronically via ***PARITY*** Electronic Bid Submission System until 10:00 a.m. CST in the Finance Conference Room. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

Financial Considerations: The Series 233 ($5,265,000), Series 234 ($70,820,000) and Series 236 ($7,705,000) Temporary Notes will mature on March 3, 2011 and will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time. The Series 233 and Series 234 Temporary Notes will be callable August 5, 2010 and the Series 236 Temporary Notes will be callable June 5, 2010, all at par. The Series 799 Bonds ($23,525,000) will mature serially over 10 years and will be callable in 2015 with a 1% call premium that declines annually by .5%. The Series 800 Bonds ($10,950,000) will mature serially over fifteen years and will be paid from special assessments that are levied against benefited property. The Series 800 Bonds are callable beginning in 2017 with a 1% call premium that declines annually by .5%. The Series 800A Bonds ($13,175,000) will mature serially over twenty years and will be paid from special assessments that are levied against benefited property. The Series 800B Bonds, issued in an amount not to exceed $1,630,000 (taxable under Federal law) will mature over 15 and 20 years and will be paid from special assessments that are levied against benefited property. The Series 800A and Series 800B Bonds will be callable beginning in 2020 with a 1% call premium that declines annually by .5%.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale.

Legal Considerations: Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

Recommendations/Actions: It is recommended that the City Council: (1) Close the public hearing; (2) direct the opening and reading of the bids; (3) award the sale of the Bonds and Temporary Notes; and (4) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication of the Bond and Note Ordinances.

Attachments: For each Bond and Note series:

Request for Declaration of Emergency
Resolution Authorizing Issuance of Bonds/Notes
Ordinance Authorizing Issuance of Bonds/Notes

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 799, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $23,525,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 799 Bonds occur on the same day bids are received and to enable the City to deliver the Series 799 Bonds authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $10,950,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 800 Bonds occur on the same day bids are received and to enable the City to deliver the Series 800 Bonds authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

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Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $13,175,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 800A Bonds occur on the same day bids are received and to enable the City to deliver the Series 800A Bonds authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $1,630,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 800B Bonds occur on the same day bids are received and to enable the City to deliver the Series 800B Bonds authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

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Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 233 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $5,265,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 233 Notes occur on the same day bids are received and to enable the City to deliver the Series 233 Notes authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 234, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $70,820,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 234 Notes occur on the same day bids are received and to enable the City to deliver the Series 234 Notes authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

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 ADOPTION 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 adoption and passage on the date of its introduction, *to-wit,* February 2, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 236, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $7,705,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 236 Notes occur on the same day bids are received and to enable the City to deliver the Series 236 Notes authorized by said Ordinance on March 4, 2010.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 233 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $5,265,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

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

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and provides further that any municipality may issue renewal temporary notes to pay the costs of redeeming any previously issued temporary notes as they mature when the improvement will not be completed at the maturity date of the notes or when the improvement has been completed but the issuance of such bonds is prevented, hindered or delayed; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 231 (Taxable Under Federal Law), dated August 20, 2009 (the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $5,265,000 principal amount of the City's General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law), for the purpose of renewing interim financing for the Original Improvements and providing new interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-367 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

Section 2. Authorization of and Security for the Notes. It is hereby authorized, ordered and directed that in order to provide the necessary funds to renew a portion of the principal amount of the Original Notes and for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation renewal and improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or

the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 3. Terms, Details and Conditions of the Notes. The Notes 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 a resolution (the "Note Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall make provision for the payment of the principal of and interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements or the Improvements, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 5. Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

Section 6. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to

countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 7. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas o February 2, 2010.

_____

(Seal) Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 234, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $70,820,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

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

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and provides further that any municipality may issue renewal temporary notes to pay the costs of redeeming any previously issued temporary notes as they mature when the improvement will not be completed at the maturity date of the notes or when the improvement has been completed but the issuance of such bonds is prevented, hindered or delayed; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Improvement Temporary Notes, Series 228, dated April 9, 2009 and General Obligation Renewal and Improvement Temporary Notes, Series 232, dated August 20, 2009 (collectively the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $70,820,000 principal amount of the City's General Obligation Renewal and Improvement Temporary Notes, Series 234, for the purpose of renewing interim financing for the Original Improvements and providing new interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-367 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

Section 2. Authorization of and Security for the Notes. It is hereby authorized, ordered and directed that in order to provide the necessary funds to renew a portion of the principal amount of the Original Notes and for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation renewal and improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the collection of special assessments taxes which will be levied against real properties in the City benefiting from certain of the Original Improvements and Improvements, and from the proceeds of general obligation bonds which will subsequently be issued by the City

for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 3. Terms, Details and Conditions of the Notes. The Notes 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 a resolution (the "Note Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall make provision for the payment of the principal of and interest on the Notes on the Maturity Date by the levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor upon the completion of the Original Improvements and the Improvements, as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the principal of and interest on the Notes on the Maturity Date, or if any of the Original Improvements or the Improvements are not completed by the Maturity Date or the Governing Body is otherwise hindered from then levying and collecting such special assessment taxes, and for any of the costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, then said Governing Body shall provide for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the amounts collected from such special assessment taxes and/or the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Note Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing

Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

_____

(Seal) Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 236, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $7,705,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

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

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and provides further that any municipality may issue renewal temporary notes to pay the costs of redeeming any previously issued temporary notes as they mature when the improvement will not be completed at the maturity date of the notes or when the improvement has been completed but the issuance of such bonds is prevented, hindered or delayed; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Improvement Temporary Notes, Series 228, dated April 9, 2009 and General Obligation Renewal and Improvement Temporary Notes, Series 232, dated August 20, 2009 (collectively the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $7,705,000 principal amount of the City's General Obligation Renewal and Improvement Temporary Notes, Series 236, for the purpose of renewing interim financing for the Original Improvements and providing new interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-367 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

Section 2. Authorization of and Security for the Notes. It is hereby authorized, ordered and directed that in order to provide the necessary funds to renew a portion of the principal amount of the Original Notes and for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation renewal and improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or

the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 3. Terms, Details and Conditions of the Notes. The Notes 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 a resolution (the "Note Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall make provision for the payment of the principal of and interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements or the Improvements, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Note Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.,* as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

Pursuant to K.S.A. 10-620 *et seq.,* as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect

to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 799, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $23,525,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid by the issuance of general obligation bonds of the City and other available funds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $23,525,000, all of which is payable by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $23,525,000 principal amount of the City's General Obligation Bonds, Series 799, for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-366 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and

Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution herein referenced.

Section 2. Authorization of and Security for the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.,* as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

Section 3. 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 a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.,* as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to

take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds and the Bonds in accordance with the provisions of the Bond Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and

issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4832-3723-9301.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $10,950,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $10,950,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $10,950,000 principal amount of the City's General Obligation Bonds, Series 800, for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-366 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution herein referenced.

Section 2. Authorization of and Security for the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

Section 3. 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 a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and

collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds and the Bonds in accordance with the provisions of the Bond Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $13,175,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $13,175,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale approximately $13,175,000 principal amount

of the City's General Obligation Bonds, Series 800A, for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-366 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution herein referenced.

Section 2. Authorization of and Security for the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

Section 3. 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 a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with

the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the

Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds and the Bonds in accordance with the provisions of the Bond Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

_____

(Seal) Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $1,630,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $1,630,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and

WHEREAS, pursuant to Resolution No. 10-011 duly adopted January 12, 2010, the Governing Body advertised for bids at a public sale for approximately$1,630,000 of the City's General Obligation Bonds, Series 800B (Taxable Under Federal Law), for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-366 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

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

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution herein referenced.

Section 2. Authorization of and Security for the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

Section 3. 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 a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and

collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 6. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

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The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on February 2, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 10-019

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$5,265,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT
TEMPORARY NOTES
SERIES 233 (TAXABLE UNDER FEDERAL LAW)

DATED MARCH 4, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	2
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES	
Section 2.01	Authorization of and Security for Notes	7
Section 2.02	Description and Details of Notes	8
Section 2.03	Designation of Paying Agent and Note Registrar	8
Section 2.04	Method and Place of Payment of Principal and Interest on Notes	9
Section 2.05	Method of Execution and Authentication of Notes	9
Section 2.06	Payment of Costs of Notes	10
Section 2.07	Form of Notes	10
Section 2.08	Registration, Transfer and Exchange of Notes	10
Section 2.09	Mutilated, Lost, Stolen or Destroyed Notes	11
Section 2.10	Surrender and Cancellation of Notes	12
Section 2.11	Execution and Delivery of Notes	12
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF NOTES	
Section 3.01	Optional Redemption	12
Section 3.02	Selection of Notes to be Redeemed	12

Section 3.03	Notice of Redemption	13
Section 3.04	Deposit of Moneys for and Payment of Redemption Price	13
Section 3.05	Effect of Call for Redemption	13

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	15
Section 4.02	Administration of Funds and Accounts	15

ARTICLE V
APPLICATION OF NOTE PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Note Proceeds	15
Section 5.02	Disposition of Principal and Interest Account	15
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	15
Section 5.05	Disposition of Redemption Fund	15
Section 5.06	Disposition of Improvement Account	15
Section 5.07	Withdrawals from Improvement Account	15
Section 5.08	Surplus in Improvement Account	15
Section 5.09	Substitute of Improvements	16

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	16
Section 6.02	Investments	16

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01	Levy and Collection of Annual Taxes	16
Section 7.02	Disposition of Taxes; Untimely Receipt	17

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	17
Section 8.02	Rights of Owners; Limitations	17
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	18

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	18
Section 9.02	Written Evidence of Amendments	19

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	19

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Severability	20
Section 11.02	Further Authority	20
Section 11.03	Governing Law	21
Section 11.04	Effective Date	21
Signatures		22
Exhibit A	Additional Terms of the Notes	
Schedule I	The Original Improvements and the Improvements	

RESOLUTION NO. 10-019

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 233 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $5,265,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Note Ordinance (as herein defined), has authorized the issuance of the Notes in the aggregate principal amount of $5,265,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Original Improvements as listed on **Schedule I** are herein collectively referred to as the "Original Improvements"), and of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Improvements as listed on **Schedule I** are herein collectively referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 231 (Taxable Under Federal Law), dated August 20, 2009 (the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean the Constitution of the State of Kansas (including particularly K.S.A. 12-6a01 *et seq.*, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Original Notes were issued and the Notes are issued.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

-- Export - Import Bank

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

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

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the yield on the Notes or investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements and the Original Improvements.

"Date of Issuance" shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Notes, which is March 4, 2010.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Fiscal Agent" shall mean the Note Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the newly commenced capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Date" shall be March 3, 2011.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Notes.

"Maturity Date" means March 3, 2011.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on **Exhibit A** to this Resolution.

"Note Insurer" **shall** mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

"Note Ordinance" means the ordinance of the City authorizing the issuance of the Notes as further described on **Exhibit A** to this Resolution.

"Note Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Noteowner(s)" shall mean the Owner(s) of the Notes.

"Notes" shall mean the $5,265,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law), dated March 4, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

"Original Notes" means the notes previously issued by the City described in the preamble to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Notes to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Notes described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Capital Project Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

"Principal Payment Date" shall mean the Maturity Date.

"Purchase Price" means the original purchase price of the Notes described on **Exhibit A** to this Resolution.

"Record Date" shall mean fifteen days prior to the Maturity Date.

"Redemption Fund" shall mean the Series 231 Principal and Interest Account previously created within the City's Capital Project Fund for the purpose of receiving and disbursing funds for the payment of the Original Notes.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Notes.

"Resolution" or "Note Resolution" shall mean this Resolution adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Notes.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(C) As to certificates of deposit and banker's acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

Section 2.01 **Authorization of and Security for Notes.** Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to provide interim financing for a portion of the Original Improvements and the Improvements, there shall be issued general obligation renewal temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City

shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $5,265,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law)." The Notes shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on **Exhibit A** to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

Section 2.03 Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days'

written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City and the Paying Agent will make payment for the Notes directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B).**

Section 2.04 Method and Place of Payment of Principal and Interest on Notes.

(A) Notes Issued and Delivered in Book-Entry-Only Form. One certificate registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. The principal of, premium, if any, and the interest on the Notes shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Notes shall be paid to the Owner of each Note upon presentation and surrender of the Note to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Note. The interest on the Notes shall be mailed by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Note Registrar.

Section 2.05 Method of Execution and Authentication of Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk,

which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution.

Section 2.06 Payment of Costs of Notes. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Notes. The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act and for the interim financing of portions of the Improvements and the Original Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

Section 2.08 Registration, Transfer and Exchange of Notes. In the event the Notes are subsequently issued in certificated form, the City shall cause books evidencing the

registration and transfer of the ownership of the Notes as provided in this Resolution to be kept by the Note Registrar (the "Registration Books"), and the Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Note Registrar. Upon the surrender for transfer of any certificated Note at its office, the Note Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation. Prior to delivery of any new Note(s) to the transferee, the Note Registrar shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Notes.** In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

Section 2.10 Surrender and Cancellation of Notes. Whenever any Outstanding Note shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

Section 2.11 Execution and Delivery of Notes. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF NOTES

Section 3.01 Optional Redemption. At the option of the City, the Notes may be called for redemption and payment prior to their stated maturity, in whole or in part, on and after August 5, 2010 (the date being so set for redemption and payment being referred to as the "Redemption Date"). Notes called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 Selection of Notes to be Redeemed. The Notes shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Notes at the time Outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine, with Notes of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption,

each $5,000 of face value of a Note shall be treated as though it were a separate Note in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Note has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Note to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, 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 Note of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Note as aforesaid, the $5,000 units of the face value of such Note which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.03 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.04 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Notes or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Notes selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Note is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Note or Notes in the amount of the unredeemed portion of such Note as provided by **Section 3.02** above. All Notes selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.05 **Effect of Call for Redemption**. Whenever any Note, or one or more of the $5,000 units of face value represented by any Note, has been selected for redemption and

payment as provided in this Article, all interest on such Note, or such one or more of the $5,000 units of face value represented by any such Note, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 Creation of Funds and Accounts. Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Redemption Fund for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law);

(B) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law); and

(C) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law), to be created within the City's Capital Project Fund.

Section 4.02 Administration of Funds and Accounts. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

ARTICLE V
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 Application of Note Proceeds. Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes; and

(B) To the Redemption Fund, the sum of $5,110,000; and

(C) The balance of the proceeds to the Improvement Account.

Section 5.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Notes as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designated for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Notes.

Section 5.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 Disposition of Redemption Fund. The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding **Section 5.01** shall be used solely for the purpose of paying a portion of the cost of refunding the Original Notes issued for the Original Improvements.

Section 5.06 Disposition of Improvement Account. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.07 Withdrawals from Improvement Account. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.08 Surplus in Improvement Account. All moneys remaining in the Improvement Account after the completion of the Original Improvements and the Improvements

and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.09 Substitution of Improvements. The City may elect to substitute or add other improvements paid for with the proceeds of the Notes pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month.

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem

taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements and Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Note Ordinance 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 any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 Amendments. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (v) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon notes or the exchange of the fully registered Notes for such coupon notes, is not prohibited under the provisions of the applicable Federal law.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

(A) Extend the Maturity Date of any Note;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;

(C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or

(D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys

and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Severability. In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.02 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 11.03 Governing Law. This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.04 Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE ORIGINAL IMPROVEMENTS AND THE IMPROVEMENTS

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 233 NOTES

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

"Note Ordinance" shall mean Ordinance No. _____-___ of the City, passed by the Governing Body on February 2, 2010, and authorizing and providing for the issuance of the Notes.

"Original Purchaser" means _____, _____, _____, the original purchaser of the Notes.

"Purchase Price" for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery, plus a premium of $_____.

Interest Rate. The Notes shall bear interest at the rate of _____% per annum.

RESOLUTION NO. 10-020

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$70,820,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT
TEMPORARY NOTES
SERIES 234

DATED MARCH 4, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	2
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES	
Section 2.01	Authorization of and Security for Notes	8
Section 2.02	Description and Details of Notes	8
Section 2.03	Designation of Paying Agent and Note Registrar	9
Section 2.04	Method and Place of Payment of Principal and Interest on Notes	9
Section 2.05	Method of Execution and Authentication of Notes	10
Section 2.06	Payment of Costs of Notes	10
Section 2.07	Form of Notes	11
Section 2.08	Registration, Transfer and Exchange of Notes	11
Section 2.09	Mutilated, Lost, Stolen or Destroyed Notes	12
Section 2.10	Surrender and Cancellation of Notes	12
Section 2.11	Execution and Delivery of Notes	12
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF NOTES	
Section 3.01	Optional Redemption	13
Section 3.02	Selection of Notes to be Redeemed	13

Section 3.03	Notice of Redemption	13
Section 3.04	Deposit of Moneys for and Payment of Redemption Price	14
Section 3.05	Effect of Call for Redemption	14

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	14
Section 4.02	Administration of Funds and Accounts	14

ARTICLE V
APPLICATION OF NOTE PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Note Proceeds	15
Section 5.02	Disposition of Principal and Interest Account	15
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	15
Section 5.05	Disposition of Redemption Fund	16
Section 5.06	Disposition of Improvement Account	16
Section 5.07	Withdrawals from Improvement Account	16
Section 5.08	Surplus in Improvement Account	16
Section 5.09	Substitution of Improvements	16

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	16
Section 6.02	Investments	17
Section 6.03	Deposits Into and Application of Moneys in Excess Earnings Account	17

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01	Levy and Collection of Annual Taxes	18
Section 7.02	Disposition of Taxes; Untimely Receipt	18

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	18
Section 8.02	Rights of Owners; Limitations	19
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	19

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	20
Section 9.02	Written Evidence of Amendments	21

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	21

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Tax Covenants	21
Section 11.02	Severability	22
Section 11.03	Further Authority	22
Section 11.04	Governing Law	23
Section 11.05	Effective Date	23
Signatures		24
Exhibit A	Additional Terms of the Notes	
Schedule I	The Original Improvements and the Improvements	

RESOLUTION NO. 10-020

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 234, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $70,820,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Note Ordinance (as herein defined), has authorized the issuance of the Notes in the aggregate principal amount of $70,820,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Original Improvements as listed on **Schedule I** are herein collectively referred to as the "Original Improvements"), and of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Improvements as listed on **Schedule I** are herein collectively referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Improvement Temporary Notes, Series 228, dated April 9, 2009 and General Obligation Renewal and Improvement Temporary Notes, Series 232, dated August 20, 2009 (collectively the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance Nos. 156 and 78 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 12-1770 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1736 *et seq.*, and K.S.A. 13-1024c, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Original Notes were issued and the Notes are issued.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

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

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Certificate as to Arbitrage and Related Tax Matters" shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the yield on the Notes or investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements and the Original Improvements.

"Date of Issuance" shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Notes, which is March 4, 2010.

"Debt Service" shall mean the scheduled amount of interest and maturing principal payable on the Notes for a single Bond Year, as described in the Code.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Excess Earnings Account" shall mean the Excess Earnings Account created pursuant to **Article IV** hereof.

"Fiscal Agent" shall mean the Note Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the newly commenced capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Date" shall be March 3, 2011.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Notes.

"Maturity Date" means March 3, 2011.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on **Exhibit A** to this Resolution.

"Note Insurer" **shall** mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

"Note Ordinance" means the ordinance of the City authorizing the issuance of the Notes as further described on **Exhibit A** to this Resolution.

"Note Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Noteowner(s)" shall mean the Owner(s) of the Notes.

"Notes" shall mean the $70,820,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 234, dated March 4, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

"Original Notes" means the notes previously issued by the City described in the preamble to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Notes to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Notes described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Capital Project Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

"Principal Payment Date" shall mean the Maturity Date.

"Purchase Price" means the original purchase price of the Notes described on **Exhibit A** to this Resolution.

"Record Date" shall mean fifteen days prior to the Maturity Date.

"Redemption Fund" shall mean the Series 228 and Series 232 Principal and Interest Account previously created within the City's Capital Project Fund for the purpose of receiving and disbursing funds for the payment of the Original Notes.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Notes.

"Resolution" or "Note Resolution" shall mean this Resolution adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Notes.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

(B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally

recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and

(C) As to certificates of deposit and banker's acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

Section 2.01 Authorization of and Security for Notes. Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to provide interim financing for a portion of the Original Improvements and the Improvements, there shall be issued general obligation renewal temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the collection of special assessment taxes which will be levied against real properties in the City benefiting from certain of the Original Improvementsand the Improvements, and from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $70,820,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 234." The Notes shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on **Exhibit A** to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation

of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

Section 2.03 Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City and the Paying Agent will make payment for the Notes directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B).**

Section 2.04 Method and Place of Payment of Principal and Interest on Notes.

(A) Notes Issued and Delivered in Book-Entry-Only Form. One certificate registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar

will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. The principal of, premium, if any, and the interest on the Notes shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Notes shall be paid to the Owner of each Note upon presentation and surrender of the Note to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Note. The interest on the Notes shall be mailed by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Note Registrar.

Section 2.05 Method of Execution and Authentication of Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution.

Section 2.06 Payment of Costs of Notes. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer,

exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Notes. The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act and for the interim financing of portions of the Improvements and the Original Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

Section 2.08 Registration, Transfer and Exchange of Notes. In the event the Notes are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Notes as provided in this Resolution to be kept by the Note Registrar (the "Registration Books"), and the Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Note Registrar. Upon the surrender for transfer of any certificated Note at its office, the Note Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation. Prior to delivery of any new Note(s) to the transferee, the Note Registrar shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent;

except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Notes.** In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

Section 2.10 **Surrender and Cancellation of Notes.** Whenever any Outstanding Note shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

Section 2.11 **Execution and Delivery of Notes.** The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 **Official Statement.** The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF NOTES

Section 3.01 **Optional Redemption**. At the option of the City, the Notes may be called for redemption and payment prior to their stated maturity, in whole or in part, on and after August 5, 2010 (the date being so set for redemption and payment being referred to as the "Redemption Date"). Notes called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 **Selection of Notes to be Redeemed**. The Notes shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Notes at the time Outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine, with Notes of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Note shall be treated as though it were a separate Note in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Note has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Note to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, 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 Note of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Note as aforesaid, the $5,000 units of the face value of such Note which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.03 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which

has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.04 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Notes or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Notes selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Note is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Note or Notes in the amount of the unredeemed portion of such Note as provided by **Section 3.02** above. All Notes selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.05 **Effect of Call for Redemption**. Whenever any Note, or one or more of the $5,000 units of face value represented by any Note, has been selected for redemption and payment as provided in this Article, all interest on such Note, or such one or more of the $5,000 units of face value represented by any such Note, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Redemption Fund for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 234;

(B) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 234;

(C) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 234, to be created within the City's Capital Project Fund; and

(D) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 234.

Section 4.02 **Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

ARTICLE V
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 Application of Note Proceeds. Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes; and

(B) To the Redemption Fund, the sum of $8,895,300; and

(C) The balance of the proceeds to the Improvement Account.

Section 5.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Notes as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designated for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Notes.

Section 5.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **Disposition of Redemption Fund.** The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding **Section 5.01** shall be used solely for the purpose of paying a portion of the cost of refunding the Original Notes issued for the Original Improvements.

Section 5.06 **Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.07 **Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Original Improvements and the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.08 **Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Original Improvements and the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.09 **Substitution of Improvements.** The City may elect to substitute or add other improvements paid for with the proceeds of the Notes pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 **Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits Into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Note shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Notes.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Notes shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements and Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and

herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Note Ordinance 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 any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action

or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 Amendments. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (v) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon notes or the exchange of the fully registered Notes for such coupon notes, will not cause the interest on the Notes to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (vi) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

(A) Extend the Maturity Date of any Note;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;

(C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or

(D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to

take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing

Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 11.04 Governing Law. This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE ORIGINAL IMPROVEMENTS AND THE IMPROVEMENTS

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 234 NOTES

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

"Note Ordinance" shall mean Ordinance No. _____-___ of the City, passed by the Governing Body on February 2, 2010, and authorizing and providing for the issuance of the Notes.

"Original Purchaser" means _____, _____, _____, the original purchaser of the Notes.

"Purchase Price" for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery, plus a premium of $_____.

Interest Rate. The Notes shall bear interest at the rate of _____% per annum.

RESOLUTION NO. 10-021

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$7,705,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT
TEMPORARY NOTES
SERIES 236

DATED MARCH 4, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	2
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES	
Section 2.01	Authorization of and Security for Notes	8
Section 2.02	Description and Details of Notes	8
Section 2.03	Designation of Paying Agent and Note Registrar	9
Section 2.04	Method and Place of Payment of Principal and Interest on Notes	9
Section 2.05	Method of Execution and Authentication of Notes	10
Section 2.06	Payment of Costs of Notes	10
Section 2.07	Form of Notes	11
Section 2.08	Registration, Transfer and Exchange of Notes	11
Section 2.09	Mutilated, Lost, Stolen or Destroyed Notes	12
Section 2.10	Surrender and Cancellation of Notes	12
Section 2.11	Execution and Delivery of Notes	12
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF NOTES	
Section 3.01	Optional Redemption	13
Section 3.02	Selection of Notes to be Redeemed	13

Section 3.03	Notice of Redemption	13
Section 3.04	Deposit of Moneys for and Payment of Redemption Price	14
Section 3.05	Effect of Call for Redemption	14

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	14
Section 4.02	Administration of Funds and Accounts	14

ARTICLE V
APPLICATION OF NOTE PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Note Proceeds	15
Section 5.02	Disposition of Principal and Interest Account	15
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	15
Section 5.05	Disposition of Redemption Fund	16
Section 5.06	Disposition of Improvement Account	16
Section 5.07	Withdrawals from Improvement Account	16
Section 5.08	Surplus in Improvement Account	16
Section 5.09	Substitution of of Improvements	16

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	16
Section 6.02	Investments	17
Section 6.03	Deposits Into and Application of Moneys in Excess Earnings Account	17

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01	Levy and Collection of Annual Taxes	18
Section 7.02	Disposition of Taxes; Untimely Receipt	18

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	18
Section 8.02	Rights of Owners; Limitations	19
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	19

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	20
Section 9.02	Written Evidence of Amendments	21

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	21

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Tax Covenants	21
Section 11.02	Severability	22
Section 11.03	Further Authority	22
Section 11.04	Governing Law	23
Section 11.05	Effective Date	23
Signatures		24
Exhibit A	Additional Terms of the Notes	
Schedule I	The Original Improvements and the Improvements	

RESOLUTION NO. 10-021

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 236, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $7,705,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Note Ordinance (as herein defined), has authorized the issuance of the Notes in the aggregate principal amount of $7,705,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Original Improvements as listed on **Schedule I** are herein collectively referred to as the "Original Improvements"), and of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Improvements as listed on **Schedule I** are herein collectively referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Improvement Temporary Notes, Series 228, dated April 9, 2009 and General Obligation Renewal and Improvement Temporary Notes, Series 232, dated August 20, 2009 (collectively the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance Nos. 156 and 78 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 12-1770 *et seq.*, and K.S.A. 13-1024c, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Original Notes were issued and the Notes are issued.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

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

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Certificate as to Arbitrage and Related Tax Matters" shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the yield on the Notes or investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements and the Original Improvements.

"Date of Issuance" shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Notes, which is March 4, 2010.

"Debt Service" shall mean the scheduled amount of interest and maturing principal payable on the Notes for a single Bond Year, as described in the Code.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Excess Earnings Account" shall mean the Excess Earnings Account created pursuant to **Article IV** hereof.

"Fiscal Agent" shall mean the Note Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the newly commenced capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Date" shall be March 3, 2011.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Notes.

"Maturity Date" means March 3, 2011.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on **Exhibit A** to this Resolution.

"Note Insurer" **shall** mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

"Note Ordinance" means the ordinance of the City authorizing the issuance of the Notes as further described on **Exhibit A** to this Resolution.

"Note Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Noteowner(s)" shall mean the Owner(s) of the Notes.

"Notes" shall mean the $7,705,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 236, dated March 4, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

"Original Notes" means the notes previously issued by the City described in the preamble to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Notes to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Notes described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Capital Project Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

"Principal Payment Date" shall mean the Maturity Date.

"Purchase Price" means the original purchase price of the Notes described on **Exhibit A** to this Resolution.

"Record Date" shall mean fifteen days prior to the Maturity Date.

"Redemption Fund" shall mean the Series 228 and Series 232 Principal and Interest Account previously created within the City's Capital Project Fund for the purpose of receiving and disbursing funds for the payment of the Original Notes.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Notes.

"Resolution" or "Note Resolution" shall mean this Resolution adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Notes.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

(B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally

recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and

(C) As to certificates of deposit and banker's acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

Section 2.01 Authorization of and Security for Notes. Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to provide interim financing for a portion of the Original Improvements and the Improvements, there shall be issued general obligation renewal temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $7,705,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 236." The Notes shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on **Exhibit A** to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the

book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

Section 2.03 Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Note Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City and the Paying Agent will make payment for the Notes directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B).**

Section 2.04 Method and Place of Payment of Principal and Interest on Notes.

(A) Notes Issued and Delivered in Book-Entry-Only Form. One certificate registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. The principal of, premium, if any, and the interest on the Notes shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Notes shall be paid to the Owner of each Note upon presentation and surrender of the Note to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Note. The interest on the Notes shall be mailed by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Note Registrar.

Section 2.05 Method of Execution and Authentication of Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution.

Section 2.06 Payment of Costs of Notes. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 **Form of Notes.** The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act and for the interim financing of portions of the Improvements and the Original Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

Section 2.08 **Registration, Transfer and Exchange of Notes.** In the event the Notes are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Notes as provided in this Resolution to be kept by the Note Registrar (the "Registration Books"), and the Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Note Registrar. Upon the surrender for transfer of any certificated Note at its office, the Note Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation. Prior to delivery of any new Note(s) to the transferee, the Note Registrar shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and

effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Notes. In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

Section 2.10 Surrender and Cancellation of Notes. Whenever any Outstanding Note shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

Section 2.11 Execution and Delivery of Notes. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF NOTES

Section 3.01 Optional Redemption. At the option of the City, the Notes may be called for redemption and payment prior to their stated maturity, in whole or in part, on and after June 5, 2010 (the date being so set for redemption and payment being referred to as the "Redemption Date"). Notes called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 Selection of Notes to be Redeemed. The Notes shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Notes at the time Outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine, with Notes of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Note shall be treated as though it were a separate Note in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Note has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Note to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, 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 Note of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Note as aforesaid, the $5,000 units of the face value of such Note which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.03 Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which

has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.04 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Notes or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Notes selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Note is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Note or Notes in the amount of the unredeemed portion of such Note as provided by **Section 3.02** above. All Notes selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.05 **Effect of Call for Redemption**. Whenever any Note, or one or more of the $5,000 units of face value represented by any Note, has been selected for redemption and payment as provided in this Article, all interest on such Note, or such one or more of the $5,000 units of face value represented by any such Note, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Redemption Fund for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 236;

(B) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 236;

(C) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 236, to be created within the City's Capital Project Fund; and

(D) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 236.

Section 4.02 **Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

ARTICLE V
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 Application of Note Proceeds. Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes; and

(B) To the Redemption Fund, the sum of $7,631,000; and

(C) The balance of the proceeds to the Improvement Account.

Section 5.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Notes as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designated for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Notes.

Section 5.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **Disposition of Redemption Fund.** The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding **Section 5.01** shall be used solely for the purpose of paying a portion of the cost of refunding the Original Notes issued for the Original Improvements.

Section 5.06 **Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.07 **Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Original Improvments and the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.08 **Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Original Improvements and the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.09 **Substitution of Improvements.** The City may elect to substitute or add other improvements paid for with the proceeds of the Notes pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 **Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits Into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Note shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Notes.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Notes shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements and Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and

herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Note Ordinance 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 any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action

or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 Amendments. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (v) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon notes or the exchange of the fully registered Notes for such coupon notes, will not cause the interest on the Notes to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (vi) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

(A) Extend the Maturity Date of any Note;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;

(C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or

(D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to

take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing

Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

Section 11.04 Governing Law. This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE ORIGINAL IMPROVEMENTS AND THE IMPROVEMENTS

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 236 NOTES

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

"Note Ordinance" shall mean Ordinance No. _____-___ of the City, passed by the Governing Body on February 2, 2010, and authorizing and providing for the issuance of the Notes.

"Original Purchaser" means _____, _____, _____, the original purchaser of the Notes.

"Purchase Price" for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery, plus a premium of $_____.

Interest Rate. The Notes shall bear interest at the rate of _____% per annum.

RESOLUTION NO. 10-022

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$23,525,000

GENERAL OBLIGATION BONDS
SERIES 799

DATED MARCH 1, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	1
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS	
Section 2.01	Authorization of and Security for Bonds	7
Section 2.02	Description and Details of Bonds	7
Section 2.03	Designation of Paying Agent and Bond Registrar	8
Section 2.04	Method and Place of Payment of Principal and Interest on Bonds	9
Section 2.05	Method of Execution and Authentication of Bonds	9
Section 2.06	Payment of Costs of Bonds	10
Section 2.07	Form of Bonds	10
Section 2.08	Registration, Transfer and Exchange of Bonds	10
Section 2.09	Mutilated, Lost, Stolen or Destroyed Bonds	11
Section 2.10	Surrender and Cancellation of Bonds	11
Section 2.11	Execution and Delivery of Bonds	11
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF BONDS	
Section 3.01	Optional Redemption	12
Section 3.02	Sinking Fund Redemption	12

Section 3.03	Selection of Bonds to be Redeemed	12
Section 3.04	Notice of Redemption	13
Section 3.05	Deposit of Moneys for and Payment of Redemption Price	13
Section 3.06	Effect of Call for Redemption	13

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	14
Section 4.02	Administration of Funds and Accounts	14

ARTICLE V
APPLICATION OF BOND PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Bond Proceeds	14
Section 5.02	Disposition of Principal and Interest Account	14
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	15
Section 5.05	Disposition of Improvement Account	15
Section 5.06	Withdrawals from Improvement Account	15
Section 5.07	Surplus in Improvement Account	15
Section 5.08	Substitution of Improvements	15

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	16
Section 6.02	Investments	16
Section 6.03	Deposits into and Application of Moneys in Excess Earnings Account	16

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01	Levy and Collection of Annual Taxes	17
Section 7.02	Disposition of Taxes; Untimely Receipt	17

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	17
Section 8.02	Rights of Owners; Limitations	18
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	18

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	19
Section 9.02	Written Evidence of Amendments	20

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	20

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Tax Covenants	21
Section 11.02	Severability	21
Section 11.03	Further Authority	21
Section 11.04	Governing Law	22
Section 11.05	Effective Date	22
Signatures		23
Exhibit A	Additional Terms of the Bonds	
Schedule I:	The Improvements	

RESOLUTION NO. 10-022

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 799, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $23,525,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of $23,525,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean the Constitution of the State of Kansas (including particularly [Article 12, Section 5 thereof), Charter Ordinance No. 156, K.S.A. 10-101 *et seq.*, K.S.A. 12-1736 *et seq.*, K.S.A. 12-685 *et seq.*, and K.S.A. 13-1024c,] all as amended and supplemented.

"Authentication Date" shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

(4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (B) (i) which are fully secured as to

principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Bond Insurer" mean any issuer of a Municipal Bond Insurance Policy, if applicable, described on **Exhibit A** to this Resolution.

"Bond Ordinance" means the ordinance authorizing the issuance of the Bonds as further described on **Exhibit A** to this Resolution.

"Bond Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the $23,525,000 original principal amount of General Obligation Bonds, Series 799, dated March 1, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"Certificate as to Arbitrage and Related Tax Matters" shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

"Date of Issuance" shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Bonds which is March 1, 2010.

"Debt Service" shall mean the scheduled amount of interest and maturing principal payable on the Bonds for a single Bond Year, as described in the Code.

"Debt Service Fund" shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City's general obligation indebtedness.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Excess Earnings Account" shall mean the Excess Earnings Account created pursuant to **Article IV** hereof.

"Fiscal Agent" shall mean the Bond Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Dates" shall be June 1 and December 1 of each year commencing December 1, 2010, and ending June 1, 2020, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on **Exhibit A** to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Bonds described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Debt Service Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.

"Principal Payment Date" shall mean June 1 of each year, commencing June 1, 2011, and ending June 1, 2020, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Purchase Price" means the original purchase price of the Bonds described on **Exhibit A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment Date.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution, adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.08** of this Resolution.

"Term Bonds" means the Term Bonds, if any, described on **Exhibit A** to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $23,525,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 799." All of the Bonds shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 2.03 **Designation of Paying Agent and Bond Registrar**. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the

Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B)**.

Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

Section 2.05 Method of Execution and Authentication of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such

signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.

Section 2.06 Payment of Costs of Bonds. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Bonds. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 2.08 Registration, Transfer and Exchange of Bonds. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate

principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 2.10 Surrender and Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 2.11 Execution and Delivery of Bonds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of

the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 **Official Statement**. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 **Optional Redemption**. The Bonds maturing June1, 2011 to June 1, 2015, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing June 1, 2016, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after June 1, 2015. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the "Redemption Date"). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
June 1, 2015, through May 31, 2016	101.00%
June 1, 2016, through May 31, 2017	100.50%
June 1, 2017, and thereafter	100.00%

Section 3.02 **Sinking Fund Redemption**. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** to this Resolution.

Section 3.03 **Selection of Bonds to be Redeemed**. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption,

each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, 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 Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.04 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.05 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and

payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 Creation of Funds and Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 799;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 799, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 799.

Section 4.02 Administration of Funds and Accounts. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

ARTICLE V
APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 Application of Bond Proceeds. Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds; and

(B) The balance of the proceeds to the Improvement Account.

Section 5.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 5.03 **Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent**. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 5.04 **Surplus in Principal and Interest Account**. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **Disposition of Improvement Account**. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.06 **Withdrawals from Improvement Account**. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.07 **Surplus in Improvement Account**. All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.08 **Substitution of Improvements**. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or

Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Bond Ordinance 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 any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action

or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 **Amendments**. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 **Written Evidence of Amendments**. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 **Defeasance**. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as

appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 11.04 **Governing Law**. This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 **Effective Date**. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE IMPROVEMENTS

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 799 BONDS

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

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

"Original Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

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

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

Maturity Date	**Maturing Principal**	**Interest Rate**
June 1, 2011	$2,005,000	%
June 1, 2012	2,075,000	
June 1, 2013	2,150,000	
June 1, 2014	2,225,000	
June 1, 2015	2,300,000	
June 1, 2016	2,380,000	
June 1, 2017	2,465,000	
June 1, 2018	2,550,000	
June 1, 2019	2,640,000	
June 1, 2020	2,735,000	

RESOLUTION NO. 10-023

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$10,950,000

GENERAL OBLIGATION BONDS
SERIES 800

DATED MARCH 1, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	1
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS	
Section 2.01	Authorization of and Security for Bonds	7
Section 2.02	Description and Details of Bonds	7
Section 2.03	Designation of Paying Agent and Bond Registrar	8
Section 2.04	Method and Place of Payment of Principal and Interest on Bonds	9
Section 2.05	Method of Execution and Authentication of Bonds	9
Section 2.06	Payment of Costs of Bonds	10
Section 2.07	Form of Bonds	10
Section 2.08	Registration, Transfer and Exchange of Bonds	10
Section 2.09	Mutilated, Lost, Stolen or Destroyed Bonds	11
Section 2.10	Surrender and Cancellation of Bonds	11
Section 2.11	Execution and Delivery of Bonds	11
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF BONDS	
Section 3.01	Optional Redemption	12
Section 3.02	Sinking Fund Redemption	12

Section 3.03	Selection of Bonds to be Redeemed	12
Section 3.04	Notice of Redemption	13
Section 3.05	Deposit of Moneys for and Payment of Redemption Price	13
Section 3.06	Effect of Call for Redemption	14

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	14
Section 4.02	Administration of Funds and Accounts	14

ARTICLE V
APPLICATION OF BOND PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Bond Proceeds	14
Section 5.02	Disposition of Principal and Interest Account	14
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	15
Section 5.05	Disposition of Improvement Account	15
Section 5.06	Withdrawals from Improvement Account	15
Section 5.07	Surplus in Improvement Account	15
Section 5.08	Substitution of Improvements	15

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	16
Section 6.02	Investments	16
Section 6.03	Deposits into and Application of Moneys in Excess Earnings Account	16

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01	Levy and Collection of Annual Taxes	17
Section 7.02	Disposition of Taxes; Untimely Receipt	17

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	18
Section 8.02	Rights of Owners; Limitations	18
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	18

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	19
Section 9.02	Written Evidence of Amendments	20

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	20

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Tax Covenants	21
Section 11.02	Severability	21
Section 11.03	Further Authority	22
Section 11.04	Governing Law	22
Section 11.05	Effective Date	22
Signatures		23
Exhibit A	Additional Terms of the Bonds	
Schedule I:	The Improvements	

RESOLUTION NO. 10-023

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $10,950,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of $10,950,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean K.S.A. 10-101 *et seq.*, as amended and supplemented, and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, under the authority of which statutes the Improvements are authorized and the Bonds are issued.

"Authentication Date" shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

(4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (B) (i) which are fully secured as to

principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Bond Insurer" mean any issuer of a Municipal Bond Insurance Policy, if applicable, described on **Exhibit A** to this Resolution.

"Bond Ordinance" means the ordinance authorizing the issuance of the Bonds as further described on **Exhibit A** to this Resolution.

"Bond Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the $10,950,000 original principal amount of General Obligation Bonds, Series 800, dated March 1, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"Certificate as to Arbitrage and Related Tax Matters" shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

"Date of Issuance" shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Bonds which is March 1, 2010.

"Debt Service" shall mean the scheduled amount of interest and maturing principal payable on the Bonds for a single Bond Year, as described in the Code.

"Debt Service Fund" shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City's general obligation indebtedness.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Excess Earnings Account" shall mean the Excess Earnings Account created pursuant to **Article IV** hereof.

"Fiscal Agent" shall mean the Bond Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Dates" shall be June 1 and December 1 of each year commencing December 1, 2010, and ending June 1, 2025, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on **Exhibit A** to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Bonds described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Debt Service Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.

"Principal Payment Date" shall mean June 1 of each year, commencing June 1, 2011, and ending June 1, 2025, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Purchase Price" means the original purchase price of the Bonds described on **Exhibit A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment Date.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution, adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.08** of this Resolution.

"Term Bonds" means the Term Bonds, if any, described on **Exhibit A** to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $10,950,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 800." All of the Bonds shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to this Resolution (computed on the

basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 2.03 **Designation of Paying Agent and Bond Registrar**. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B)**.

Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

Section 2.05 Method of Execution and Authentication of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.

Section 2.06 Payment of Costs of Bonds. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Bonds. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 2.08 Registration, Transfer and Exchange of Bonds. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Bonds**. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 2.10 **Surrender and Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 2.11 **Execution and Delivery of Bonds**. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay

in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 **Official Statement**. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 **Optional Redemption**. The Bonds maturing June 1, 2011 to June 1, 2017, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing June 1, 2018, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after June 1, 2017. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the "Redemption Date"). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
June 1, 2017, through May 31, 2018	101.00%
June 1, 2018, through May 31, 2019	100.50%
June 1, 2019, and thereafter	100.00%

Section 3.02 **Sinking Fund Redemption**. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** to this Resolution.

Section 3.03 **Selection of Bonds to be Redeemed**. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in

such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, 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 Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.04 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.05 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by

Section 3.02 above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts**. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800.

Section 4.02 **Administration of Funds and Accounts**. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

ARTICLE V
APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 **Application of Bond Proceeds**. Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds; and

(B) The balance of the proceeds to the Improvement Account.

Section 5.02 **Disposition of Principal and Interest Account**. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used

exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 5.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 Disposition of Improvement Account. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.06 Withdrawals from Improvement Account. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.07 Surplus in Improvement Account. All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.08 Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the

City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the

Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount

required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Bond Ordinance 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 any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be

exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 **Amendments**. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 **Further Authority**. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 11.04 **Governing Law**. This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 **Effective Date**. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE IMPROVEMENTS

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 800 BONDS

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

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

"Original Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

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

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

Maturity Date	Maturing Principal	Interest Rate
June 1, 2011	$565,000	%
June 1, 2012	585,000	
June 1, 2013	610,000	
June 1, 2014	630,000	
June 1, 2015	650,000	
June 1, 2016	675,000	
June 1, 2017	700,000	
June 1, 2018	720,000	
June 1, 2019	740,000	
June 1, 2020	775,000	
June 1, 2021	800,000	
June 1, 2022	830,000	
June 1, 2023	860,000	
June 1, 2024	890,000	
June 1, 2025	920,000	

RESOLUTION NO. 10-024

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$13,175,000

GENERAL OBLIGATION BONDS
SERIES 800A

DATED MARCH 1, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	1
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS	
Section 2.01	Authorization of and Security for Bonds	8
Section 2.02	Description and Details of Bonds	8
Section 2.03	Designation of Paying Agent and Bond Registrar	9
Section 2.04	Method and Place of Payment of Principal and Interest on Bonds	9
Section 2.05	Method of Execution and Authentication of Bonds	10
Section 2.06	Payment of Costs of Bonds	11
Section 2.07	Form of Bonds	11
Section 2.08	Registration, Transfer and Exchange of Bonds	11
Section 2.09	Mutilated, Lost, Stolen or Destroyed Bonds	12
Section 2.10	Surrender and Cancellation of Bonds	12
Section 2.11	Execution and Delivery of Bonds	12
Section 2.12	Official Statement	13
	ARTICLE III REDEMPTION OF BONDS	
Section 3.01	Optional Redemption	13
Section 3.02	Sinking Fund Redemption	13

Section 3.03	Selection of Bonds to be Redeemed	13
Section 3.04	Notice of Redemption	14
Section 3.05	Deposit of Moneys for and Payment of Redemption Price	14
Section 3.06	Effect of Call for Redemption	15

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	15
Section 4.02	Administration of Funds and Accounts	15

ARTICLE V
APPLICATION OF BOND PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Bond Proceeds	15
Section 5.02	Disposition of Principal and Interest Account	16
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	16
Section 5.04	Surplus in Principal and Interest Account	16
Section 5.05	Disposition of Improvement Account	16
Section 5.06	Withdrawals from Improvement Account	16
Section 5.07	Surplus in Improvement Account	16
Section 5.08	Substitution of Improvements	17

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	17
Section 6.02	Investments	17
Section 6.03	Deposits into and Application of Moneys in Excess Earnings Account	18

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01	Levy and Collection of Annual Taxes	19
Section 7.02	Disposition of Taxes; Untimely Receipt	19

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	19
Section 8.02	Rights of Owners; Limitations	20
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	20

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	20
Section 9.02	Written Evidence of Amendments	21

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	22

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Tax Covenants	22
Section 11.02	Severability	23
Section 11.03	Further Authority	23
Section 11.04	Governing Law	24
Section 11.05	Effective Date	24
Signatures		25
Exhibit A	Additional Terms of the Bonds	
Schedule I:	The Improvements	

RESOLUTION NO. 10-024

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $13,175,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of $13,175,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean K.S.A. 10-101 *et seq.*, as amended and supplemented, and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, under the authority of which statutes the Improvements are authorized and the Bonds are issued.

"Authentication Date" shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

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

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Bond Insurer" mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

"Bond Ordinance' means the ordinance authorizing the issuance of the Bonds as further described on **Exhibit A** to this Resolution.

"Bond Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the $13,175,000 original principal amount of General Obligation Bonds, Series 800A, dated March 1, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"Certificate as to Arbitrage and Related Tax Matters" shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

"Date of Issuance" shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Bonds which is March 1, 2010.

"Debt Service" shall mean the scheduled amount of interest and maturing principal payable on the Bonds for a single Bond Year, as described in the Code.

"Debt Service Fund" shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City's general obligation indebtedness.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Excess Earnings Account" shall mean the Excess Earnings Account created pursuant to **Article IV** hereof.

"Fiscal Agent" shall mean the Bond Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the capital improvements constructed in the City as described on **Schedule** I hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Dates" shall be June 1 and December 1 of each year commencing December 1, 2010, and ending June 1, 2030, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on **Exhibit A** to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Bonds described on Exhibit A to this Resolution.

"Outstanding," when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Debt Service Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.

"Principal Payment Date" shall mean June 1 of each year, commencing June 1, 2011, and ending June 1, 2030, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Purchase Price" means the original purchase price of the Bonds described on Exhibit A to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment Date.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.08** of this Resolution.

"Term Bonds" means the Term Bonds, if any, described on Exhibit A to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $13,175,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 800A." All of the Bonds shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of

Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 2.03 **Designation of Paying Agent and Bond Registrar**. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B)**.

Section 2.04 **Method and Place of Payment of Principal and Interest on Bonds**.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations

permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

Section 2.05 Method of Execution and Authentication of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when

manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.

Section 2.06 **Payment of Costs of Bonds**. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 **Form of Bonds**. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 2.08 **Registration, Transfer and Exchange of Bonds**. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond

Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Bonds**. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 2.10 **Surrender and Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 2.11 **Execution and Delivery of Bonds**. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements

in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 **Official Statement**. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 **Optional Redemption**. The Bonds maturing June 1, 2011, to June 1, 2020, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing June 1, 2021, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after June 1, 2020. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the "Redemption Date"). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
June 1, 2020, through May 31, 2021	101.00%
June 1, 2021, through May 31, 2022	100.50%
June 1, 2022, and thereafter	100.00%

Section 3.02 **Sinking Fund Redemption**. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** to this Resolution.

Section 3.03 **Selection of Bonds to be Redeemed**. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City

elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, 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 Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.04 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.05 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds

selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts**. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800A;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800A, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800A.

Section 4.02 **Administration of Funds and Accounts**. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

ARTICLE V
APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 **Application of Bond Proceeds**. Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds; and

(B) The balance of the proceeds to the Improvement Account.

Section 5.02 **Disposition of Principal and Interest Account**. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 5.03 **Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent**. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 5.04 **Surplus in Principal and Interest Account**. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **Disposition of Improvement Account**. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.06 **Withdrawals from Improvement Account**. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.07 **Surplus in Improvement Account**. All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all

Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.08 Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this 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 City, 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.

Section 8.02 **Rights of Owners; Limitations**. The covenants and agreements of the City contained herein, in the Bond Ordinance 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 any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

Section 8.03 **Remedies Cumulative; Delay or Omission Not Waiver**. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 **Amendments**. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any

ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 **Written Evidence of Amendments**. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the

Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall

approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 11.04 **Governing Law**. This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 **Effective Date**. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE IMPROVEMENTS

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 800A BONDS

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

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

"Original Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

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

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

Maturity Date	Maturing Principal	Interest Rate
June 1, 2011	$440,000	%
June 1, 2012	460,000	
June 1, 2013	480,000	
June 1, 2014	500,000	
June 1, 2015	520,000	
June 1, 2016	540,000	
June 1, 2017	560,000	
June 1, 2018	580,000	
June 1, 2019	605,000	
June 1, 2020	630,000	
June 1, 2021	655,000	
June 1, 2022	680,000	
June 1, 2023	710,000	
June 1, 2024	735,000	
June 1, 2025	765,000	
June 1, 2026	800,000	
June 1, 2027	830,000	
June 1, 2028	860,000	
June 1, 2029	895,000	
June 1, 2030	930,000	

RESOLUTION NO. 10-025

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED FEBRUARY 2, 2010

AUTHORIZING THE ISSUANCE OF

$1,630,000

GENERAL OBLIGATION BONDS
SERIES 800B
(TAXABLE UNDER FEDERAL LAW)

DATED MARCH 1, 2010

TABLE OF CONTENTS

Title		1
Recitals		1
	ARTICLE I DEFINITIONS	
Section 1.01	Definitions of Words and Terms	1
	ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS	
Section 2.01	Authorization of and Security for Bonds	7
Section 2.02	Description and Details of Bonds	8
Section 2.03	Designation of Paying Agent and Bond Registrar	8
Section 2.04	Method and Place of Payment of Principal and Interest on Bonds	9
Section 2.05	Method of Execution and Authentication of Bonds	10
Section 2.06	Payment of Costs of Bonds	10
Section 2.07	Form of Bonds	10
Section 2.08	Registration, Transfer and Exchange of Bonds	11
Section 2.09	Mutilated, Lost, Stolen or Destroyed Bonds	12
Section 2.10	Surrender and Cancellation of Bonds	12
Section 2.11	Execution and Delivery of Bonds	12
Section 2.12	Official Statement	12
	ARTICLE III REDEMPTION OF BONDS	
Section 3.01	Optional Redemption	13
Section 3.02	Sinking Fund Redemption	13

Section 3.03	Selection of Bonds to be Redeemed	13
Section 3.04	Notice of Redemption	14
Section 3.05	Deposit of Moneys for and Payment of Redemption Price	14
Section 3.06	Effect of Call for Redemption	14

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01	Creation of Funds and Accounts	15
Section 4.02	Administration of Funds and Accounts	15

ARTICLE V
APPLICATION OF BOND PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01	Application of Bond Proceeds	15
Section 5.02	Disposition of Principal and Interest Account	15
Section 5.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent	15
Section 5.04	Surplus in Principal and Interest Account	16
Section 5.05	Disposition of Improvement Account	16
Section 5.06	Withdrawals from Improvement Account	16
Section 5.07	Surplus in Improvement Account	16
Section 5.08	Substitution of Improvements	16

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01	Deposits	17
Section 6.02	Investments	17

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01	Levy and Collection of Annual Taxes	17
Section 7.02	Disposition of Taxes; Untimely Receipt	17

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01	Resolution Constitutes Contract; Remedies of Owners	18
Section 8.02	Rights of Owners; Limitations	18
Section 8.03	Remedies Cumulative; Delay or Omission Not Waiver	18

ARTICLE IX
AMENDMENTS

Section 9.01	Amendments	19
Section 9.02	Written Evidence of Amendments	20

ARTICLE X
DEFEASANCE

Section 10.01	Defeasance	20

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01	Severability	21
Section 11.02	Further Authority	21
Section 11.03	Governing Law	22
Section 11.04	Effective Date	22
Signatures		23
Exhibit A	Additional Terms of the Bonds	
Schedule I:	The Improvements	

RESOLUTION NO. 10-025

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 800B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $1,630,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of $1,630,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean K.S.A. 10-101 *et seq.*, as amended and supplemented, and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, under the authority of which statutes the Improvements are authorized and the Bonds are issued.

"Authentication Date" shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

"Authorized Investments" shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

(A) For all purposes, including as defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or

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

(B) For all purposes other than defeasance investments in refunding escrow accounts:

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

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

(2) Bonds, notes or other evidences of indebtedness rated *"AA"* by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and *"Aa2"* by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

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

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

(5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;

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

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

(C) The value of the above investments shall be determined as of the end of each month. (See the definition of "Value" herein.)

"Bond Counsel" shall mean Kutak Rock LLP, Kansas City, Missouri, 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 City.

"Bond Insurer" mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

"Bond Ordinance" means the ordinance authorizing the issuance of the Bonds as further described on **Exhibit A** to this Resolution.

"Bond Registrar" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the $1,630,000 original principal amount of General Obligation Bonds, Series 800B (Taxable Under Federal Law), dated March 1, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"City" shall mean the City of Wichita, Kansas.

"City Clerk" shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk's absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

"Date of Issuance" shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

"Dated Date" shall mean the dated date of the Bonds which is March 1, 2010.

"Debt Service Fund" shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City's general obligation indebtedness.

"Direct Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Director of Finance" shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance's absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Fiscal Agent" shall mean the Bond Registrar and/or the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

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

"Government Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

"Indirect Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Interest Payment Dates" shall be June 1 and December 1 of each year commencing December 1, 2010, and ending June 1, 2030, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Letter of Representation" shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

"Mayor" shall mean 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.

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on **Exhibit A** to this Resolution.

"Original Proceeds" shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means the original purchaser of the Bonds described on **Exhibit A** to this Resolution.

"Outstanding," when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"Owner(s)" or "Registered Owner(s)" shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

"Participants" shall have the meaning set forth in and defined by the Letter of Representation.

"Paying Agent" shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" shall mean the Principal and Interest Account created within the City's Debt Service Fund pursuant to **Article IV** hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.

"Principal Payment Date" shall mean June 1 of each year, commencing June 1, 2011, and ending June 1, 2030, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Purchase Price" means the original purchase price of the Bonds described on **Exhibit A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment Date.

"Registration Books" shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution adopted by the Governing Body of the City on February 2, 2010, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to Section 5.08 of this Resolution.

"Term Bonds" means the Term Bonds, if any, described on Exhibit A to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits

of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.02 **Description and Details of Bonds**. The Bonds shall be issued in the total principal amount of $1,630,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 800B (Taxable Under Federal Law)." All of the Bonds shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 2.03 **Designation of Paying Agent and Bond Registrar**. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial

Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B)**.

Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's

address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

Section 2.05 **Method of Execution and Authentication of Bonds**. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.

Section 2.06 **Payment of Costs of Bonds**. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 **Form of Bonds**. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for

the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 2.08 **Registration, Transfer and Exchange of Bonds**. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with Section 2.04(A) of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Bonds**. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 2.10 **Surrender and Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 2.11 **Execution and Delivery of Bonds**. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 **Official Statement**. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 **Optional Redemption**. The Bonds maturing June 1, 2011, to June 1, 2020, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing June 1, 2021, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after June 1, 2020. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the "Redemption Date"). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
June 1, 2020, through May 31, 2021	101.00%
June 1, 2021, through May 31, 2022	100.50%
June 1, 2022, and thereafter	100.00%

Section 3.02 **Sinking Fund Redemption**. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** to this Resolution.

Section 3.03 **Selection of Bonds to be Redeemed**. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, 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 Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.04 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.05 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

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ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts**. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800B (Taxable Under Federal Law); and

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 800B (Taxable Under Federal Law), to be created within the City's Debt Service Fund.

Section 4.02 **Administration of Funds and Accounts**. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

ARTICLE V
APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 **Application of Bond Proceeds**. Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds; and

(B) The balance of the proceeds to the Improvement Account.

Section 5.02 **Disposition of Principal and Interest Account**. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 5.03 **Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent**. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal

Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 5.04 **Surplus in Principal and Interest Account**. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **Disposition of Improvement Account**. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.06 **Withdrawals from Improvement Account**. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.07 **Surplus in Improvement Account**. All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.08 **Substitution of Improvements**. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 **Deposits**. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 **Investments**. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month.

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01 **Levy and Collection of Annual Taxes**. Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 7.02 **Disposition of Taxes; Untimely Receipt**. The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this 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 City, 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.

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Bond Ordinance 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 any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other

remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. 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 as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 **Amendments**. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, is not prohibited under the provisions of applicable Federal law.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the

premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank 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 moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Severability. In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.02 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 11.03 **Governing Law**. This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.04 **Effective Date**. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on February 2, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE IMPROVEMENTS

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 800B
(TAXABLE UNDER FEDERAL LAW) BONDS

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

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

"Original Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

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

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

Maturity Schedule

Maturity Date	Maturing Principal	Interest Rate	Maturity Date	Maturing Principal	Interest Rate
June 1, 2011	$55,000.00	%	June 1, 2021	$100,000.00	%
June 1, 2012	60,000.00		June 1, 2022	105,000.00	
June 1, 2013	60,000.00		June 1, 2023	110,000.00	
June 1, 2014	65,000.00		June 1, 2024	115,000.00	
June 1, 2015	70,000.00		June 1, 2025	125,000.00	
June 1, 2016	75,000.00		June 1, 2026	65,000.00	
June 1, 2017	75,000.00		June 1, 2027	70,000.00	
June 1, 2018	80,000.00		June 1, 2028	70,000.00	
June 1, 2019	85,000.00		June 1, 2029	75,000.00	
June 1, 2020	90,000.00		June 1, 2030	80,000.00	

City of Wichita
City Council Meeting
February 2, 2010

To: Mayor and City Council

Subject: DER2009-00004 Amendment to the "Wichita-Sedgwick County Unified Zoning Code" to add "motor vehicle impound lot" to the list of permitted uses, and allow the same in the LI Limited Industrial and GI General Industrial districts, subject to compliance with supplementary use regulations. (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Non-Consent)

MAPC Recommendation: Approve (12-2)

MAPD Staff Recommendation: Approve

DAB Recommendation: DABs I and V, Deny; DABs II, IV and VI, Approve; DAB III did not rehear

Background: In June 2009, the Metropolitan Area Planning Commission asked planning staff to review our current regulations regarding the storage of motor vehicles. The Unified Zoning Code ("UZC") defines the following terms:

> Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard."
>
> Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate.
>
> Wrecking/Salvage Yard: a lot, land or structure, or any part thereof, used for the collecting, dismantling, storing and / or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and / or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards. In the unincorporated area of the county only, the term "wrecking / salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

There were three applications that led the MAPC asking for the latest amendment. Those cases are summarized below:

CON2008-53 and ZON2008-55 were Sedgwick County applications for LI zoning and a conditional use for "wrecking and salvage" on property located on the west side of Rock Road at 43rd Street South. The applicant runs an auto insurance pool auction business that requires the storage of inoperable vehicles

until they are sold. Planning Staff recommended denial of the request, and the MAPC also recommended denial by a 6 to 5 vote. The applicant then withdrew his application.

The second application, CON2009-00005, was for a conditional use for "wrecking and salvage" on property zoned LI and located in the City of Wichita on the west side of Mosley Avenue, south of Bayley Street. The applicant runs a towing service, and they also store impounded vehicles for local law enforcement. Some of the towed or impounded vehicles are inoperable. Some of these inoperable vehicles become the property of the tow service operator, who ultimately sells the vehicles. The storage of the inoperable vehicles triggers the needed for a "wrecking and salvage" conditional use permit. Staff recommended denial of this particular request, the MAPC recommended approval (7-5-1) and the City Council denied (7-0) the request.

CON2009-14 and ZON2009-13 were Sedgwick County applications for LI zoning and a conditional use for "wrecking and salvage" on property located east of West Street and north of MacArthur Road. The applicant for these two cases was the same as the first application discussed above. Staff recommended approval, and MAPC recommended approval (10-2). The Board of County Commissioners approved the request.

The primary difference between the third application and the other two was the request was for the expansion of an existing business at a location where the applicant was already operating an impound business. The first two requests would have placed this type of use in an area that did not already have similar uses.

With the denial of the first two cases, some planning commissioners voiced the opinion that the current zoning code was too restrictive for this type of activity; that the code should make a distinction between a true wrecking and salvage operation and a use that does not actively part out or dismantle inoperable vehicles. Based on that discussion, the MAPC asked staff to draft a text amendment that resolves those concerns.

The proposed solution is to create a new use type, "Motor vehicle impound lot," and definition: A "Motor vehicle impound lot" is a lot, land or structure, or any part thereof, used for the storing of operable or inoperable "vehicles, motor," that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of "vehicle, motor," such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as "vehicle, motor" are prohibited from being parked, stored or placed on property approved for use as an "impound lot."

In staff's original proposal, "Motor vehicle impound lot" would be a permitted <u>use by right</u> in the LI and GI districts, subject to supplemental use regulations: 1) only a licensed towing company, auto insurance pool operator or similar business; 2) motor vehicles stored on a "Motor vehicle impound lot" shall not be dismantled, parted out or salvaged; 3) the site is enclosed by a fence or wall not less than eight feet in height and having cracks or openings not in excess of five percent of the area of the fence; 4) vehicles stored, parked or placed on the site shall not be visible at ground level from adjoining property; 5) the storage of any parts of vehicles is prohibited 6) vehicles shall be stored on an all weather surface and 7) the site is not contiguous to an arterial street, expressway or freeway.

The Advance Plans Committee of the MAPC met twice to review the original proposed amendment, and, on May 21, 2009, approved the wording described in the previous paragraphs. Another subcommittee of the MAPC that was established to review zoning code amendments also reviewed this item on June 4, 2009, and they approved forwarding it to the full MAPC. The MAPC public hearing was held on July 23, 2009. The proposal was sent to the District Advisory Boards prior to the MAPC public hearing.

<u>Analysis</u>: In July 2009, staff visited five of the six District Advisory Boards with the language recommended by the Advance Plans Committee. (District IV deferred hearing the item until its August meeting.) All of the DABs that heard the proposal recommended denial. Most of the arguments against the item expressed the feeling that impound lots and salvage operations ultimately look the same;

therefore, impound lots should require conditional use review, not be a use "by right." Comments were expressed over negative impact on nearby property values. Concern was also expressed that commercial truck traffic would increase if impound lots were allowed by right, and the opinion was expressed that impound lots have more overnight activity than salvage operations. See the attached minutes of the DAB meetings for detailed comments.

The MAPC held its public hearing on the proposal on July 23, 2009. Several people spoke in opposition citing arguments similar to those expressed at the DAB meetings. Two people spoke in favor of the proposal. The action of the MAPC was to approve the amendment (10-2) after the proposal was amended to delete the provision that allows the use "by right" and instead require conditional use approval. All other provisions of the proposed amendment were approved unchanged.

The MAPC also asked staff to take this revised proposal back to the DABs. District Advisory Boards II, IV and VI recommended approval while DABs I and V recommended denial. DAB III declined to hear the amended proposal.

On December 17, 2009, the MAPC held its final hearing regarding this matter and voted 12-2 to recommend the amended proposal, which establishes a new use type, "motor vehicle impound lot," that requires conditional use approval in the LI and GI districts subject to the recommended supplemental use regulations listed above.

Financial Considerations: None

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Approve the amendment to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading; or

2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachments: Delineated ordinance, MAPC Minutes of July 23, 2009 and December 17, 2009 and DAB memo's or minutes

(150004) Published in the Wichita Eagle on February 12, 2010

ORDINANCE NO. 48-611

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, CREATING THE USE MOTOR VEHICLE IMPOUND LOT: SECTION II-B.8.n IS AMENDED TO DELETE THE TERM MULTI-FAMILY AND ADD THE DEFINITION OF MOTOR VEHICLE IMPOUND LOT; ADD SECTION II-B.8.p TO REESTABLISH THE DEFINITION FOR THE TERM MULTI-FAMILY; ADD MOTOR VEHICLE IMPOUND LOT TO SECTIONS III-B.20.c.(4) AND III-B.21.c.(4) TO PERMIT MOTOR VEHICLE IMPOUND LOT AS A CONDITONAL USE IN THE LI AND GI DISTRICTS SUBJECT TO SUPPLEMENTARY USE REGULATIONS SECTION III-D.6.nn ; SECTION III-D.6.1 TO ADD MOTOR VECHICLE IMPOUND LOT TO THE MATRIX OF USE TYPES AND ADD SECTION III-D.6. nn TO ESTABLISH SUPPLEMENTARY USE REGULATIONS FOR A MOTOR VEHCICLE IMPOUND LOT.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to establish the use type “motor vehicle impound lot,” and, under certain circumstances, allow the same in the LI Limited Industrial and GI General Industrial districts as a conditional use; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the development and operation of a “motor vehicle impound lot” in the LI Limited Industrial and GI General Industrial districts; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the development and operation of a “motor vehicle impound lot” in the LI Limited Industrial and GI General Industrial districts;

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

SECTION 1. Section II-B.8.n of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby created as follows:

n. **Motor vehicle impound lot** means a lot, land or structure, or any part thereof, used for the storing of operable or inoperable “vehicle, motor,” that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of “vehicle, motor,” such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as “vehicle, motor” are prohibited from being parked, stored or placed on property approved for use as a motor vehicle impound lot.

SECTION 2. Section II-B.8.o of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

o. **Multi-Family** means the use of a site for three or more dwelling units within a single building. Typical uses include: triplexes, fourplexes, apartments, residential condominiums and townhouses.

SECTION 3. Section III-B.20.c.(4) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended:

(4) **Industrial, manufacturing and extractive uses**

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d
Freight Terminal
Gas and Fuel Storage and Sales
Manufacturing, Limited and General
Motor vehicle impound lot, subject to Sec. III-D.6.nn
Research Services
Storage, Outdoor, subject to Sec. III-D.6.dd
Vehicle Storage Yard
Warehousing
Welding or Machine Shop
Wholesale or Business Services

SECTION 4. Section III-B.21.c.(4) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended:

(4) **Industrial, manufacturing and extractive uses**

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d
Freight Terminal
Gas and Fuel Storage and Sales
Manufacturing, Limited and General
Motor vehicle impound lot, subject to Sec. III-D.6.nn
Research Services
Storage, Outdoor, subject to Sec. III-D.6dd
Vehicle Storage Yard
Warehousing
Welding or Machine Shop
Wholesale or Business Services

SECTION 5. Section III-D.1 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following use:

USE TYPE	ZONING DISTRICTS																						conditions
	RR	SF20	SF10	SF5	TF3	MF18	MF29	B	MH	NO	GO	NR	LC	OW	GC	IP-A	IP	CBD	LI	GI	AFB		
INDUSTRIAL, MANUFACTURING AND EXTRACTIVE																							
Motor vehicle impound lot																			C	C	P	D.6.nn	

SECTION 6. Section III-D.6.nn of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following use:

nn. **Motor Vehicle Impound Lot.** A motor vehicle impound lot is subject to the following supplemental use regulations: 1) only a towing company or auto insurance pool operator or similar business properly licensed under applicable law may operate a motor vehicle impound lot; 2) motor vehicles stored on a motor vehicle impound lot shall not be dismantled, parted out or salvaged; 3) the site must be enclosed by a fence or wall made of wood or masonry not less than eight feet in height and having cracks or openings not in excess of five percent of the area of the fence; 4) vehicles stored, parked or placed on the site shall not be visible at ground level from adjoining property; 5) the storage of any parts of vehicles is prohibited; 6) vehicles shall be stored on an all weather surface and 7) the site is not contiguous to an arterial street, expressway or freeway.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
This 9th day of February, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublet, City Clerk

_____
Gary E. Rebenstorf, City Attorney

(SEAL)

(150004) Published in the Wichita Eagle on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, CREATING THE USE MOTOR VEHICLE IMPOUND LOT: SECTION II-B.8.n IS AMENDED TO DELETE THE TERM MULTI-FAMILY AND ADD THE DEFINITION OF MOTOR VEHICLE IMPOUND LOT; ADD SECTION II-B.8.p TO REESTABLISH THE DEFINITION FOR THE TERM MULTI-FAMILY; ADD MOTOR VEHICLE IMPOUND LOT TO SECTIONS III-B.20.c.(4) AND III-B.21.c.(4) TO PERMIT MOTOR VEHICLE IMPOUND LOT AS A CONDITONAL USE IN THE LI AND GI DISTRICTS SUBJECT TO SUPPLEMENTARY USE REGULATIONS SECTION III-D.6.nn ; SECTION III-D.6.1 TO ADD MOTOR VECHICLE IMPOUND LOT TO THE MATRIX OF USE TYPES AND ADD SECTION III-D.6. nn TO ESTABLISH SUPPLEMENTARY USE REGULATIONS FOR A MOTOR VEHCICLE IMPOUND LOT.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to establish the use type "motor vehicle impound lot," and, under certain circumstances, allow the same in the LI Limited Industrial and GI General Industrial districts as a conditional use; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the development and operation of a "motor vehicle impound lot" in the LI Limited Industrial and GI General Industrial districts; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the development and operation of a "motor vehicle impound lot" in the LI Limited Industrial and GI General Industrial districts;

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

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n. ~~**Multi-Family** means the use of a Site for three or more Dwelling Units within a single building. Typical uses include: triplexes, fourplexes, apartments, residential condominiums and townhouses.~~

n. **Motor vehicle impound lot** means a lot, land or structure, or any part thereof, used for the storing of operable or inoperable Vehicles, Motor, that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of Vehicle, Motor, such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as Vehicle, Motor are prohibited from being parked, stored or placed on property approved for use as a motor vehicle impound lot.

SECTION 2. Section II-B.8.o of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

o. **Multi-Family** means the use of a site for three or more Dwelling Units within a single building. Typical uses include: triplexes, fourplexes, apartments, residential condominiums and townhouses.

SECTION 3. Section III-B.20.c.(4) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended:

(4) Industrial, manufacturing and extractive uses

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d
Freight Terminal
Gas and Fuel Storage and Sales
Manufacturing, Limited and General
Motor Vehicle Impound Lot, subject to Sec. III-D.6.nn
Research Services
Storage, Outdoor, subject to Sec. III-D.6.dd
Vehicle Storage Yard
Warehousing
Welding or Machine Shop
Wholesale or Business Services

SECTION 4. Section III-B.21.c.(4) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended:

(4) Industrial, manufacturing and extractive uses

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d
Freight Terminal
Gas and Fuel Storage and Sales
Manufacturing, Limited and General
Motor Vehicle Impound Lot, subject to Sec. III-D.6.nn
Research Services
Storage, Outdoor, subject to Sec. III-D.6dd
Vehicle Storage Yard
Warehousing
Welding or Machine Shop
Wholesale or Business Services

SECTION 5. Section III-D.1 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following use:

USE TYPE	ZONING DISTRICTS																					
	RR	SF20	SF10	SF5	TF3	MF18	MF29	B	MH	NO	GO	NR	LC	OW	GC	IP-A	IP	CBD	LI	GI	AFB	conditions
INDUSTRIAL, MANUFACTURING AND EXTRACTIVE																						
Motor vehicle impound lot																			C	C	P	D.6.nn

SECTION 6. Section III-D.6.nn of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following use:

nn. **Motor Vehicle Impound Lot.** A motor vehicle impound lot is subject to the following supplemental use regulations: 1) only a towing company or auto insurance pool operator or similar business properly licensed under applicable law may operate a motor vehicle impound lot; 2) motor vehicles stored on a motor vehicle impound lot shall not be dismantled, parted out or salvaged; 3) the site must be enclosed by a fence or wall made of wood or masonry not less than eight feet in height and having cracks or openings not in excess of five percent of the area of the fence; 4) vehicles stored, parked or placed on the site shall not be visible at ground level from adjoining property; 5) the storage of any parts of vehicles is prohibited; 6) vehicles shall be stored on an all weather surface and 7) the site is not contiguous to an arterial street, expressway or freeway.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
this_____day of_____, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublet, City Clerk

_____
Gary E. Rebenstorf, City Attorney

(SEAL)

EXCERPT OF THE MINUTES OF THE DAB I AUGUST 3, 2009 MEETING

MAPC Motor Vehicle Impound Lot

Bill Longnecker, Planning Department presented information on the proposed amendment to the Wichita-Sedgwick County Unified Zoning Code to establish new guidelines to our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms: Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard." Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate.

Wrecking/Salvage Yard: a lot, land or structure, or any part thereof, used for the collecting, dismantling, storing and / or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and / or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards. In the unincorporated area of the county only, the term "wrecking / salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code. The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district. Staff recommends approval of the proposed amendment. Adoption of the proposed amendment would provide an additional auto-related use type. From a zoning administration standpoint, the proposed amendment distinctly separates the storage of inoperable vehicles from wrecking and salvage operations. The storage of inoperable vehicles by towing services and insurance auto pools and similar users would become a use permitted by right in the LI and GI districts; eliminating the public hearing requirement for property already zoned LI and GI the community has required since at least 1954. These types of uses have generated neighborhood opposition, not just from residential users but business owners as well. However, the proposed amendment includes development standards designed to mitigate foreseeable impacts by requiring screening from ground view and the use of all-weather surfaces where vehicles are stored. The Board and citizens present expressed concern about what were the exact changes

from the proposed amendments brought before them a month ago and wished to make sure that applications for these facilities would still have to be reviewed and require public input. **Mr. Longnecker** indicated that this would be the case. The Board and citizens also recommended reviewing the amendment to possibly create an independent zoning area for this use.

Action Taken: Domitrovic motioned to recommend approval of the amendment presented. Roberts 2nd the motion. Motion failed (7:3). Roseboro then motioned to deny the proposal and correct the document as intended to read per staff recommendation and presentation and also examine the idea of an independent zoning area for this use.

EXCERPT OF THE MINUTES OF THE DAB II AUGUST 3, 2009 MEETING

DER2009-00004
Donna Goltry, Planning Department, represented information pertaining to Amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

BACKGROUND: At a recent Metropolitan Area Planning Commission (MAPC) meeting planning staff was asked to review our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms: Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard." Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district.

CASE HISTORY: The storage of inoperable vehicles has required "special permit" (in the pre-1996 zoning code) or "conditional use" approval (since 1996) in the E and F districts (pre-1996 code) and the LI and GI districts (since 1996), since at least 1954.

Recommended Action: The **DAB** voted **(8-0)** in favor of the Planning Staff's recommendation.

EXCERPT OF THE MINUTES OF THE DAB V AUGUST 3, 2009 MEETING

DER-2009-0004

Dale Miller, Planning, presented on an updated proposed amendment change to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions. **Miller** noted that this is a revisit of a prior request presented to DAB in July. The only change made was instead of the ordinance reading use by right. It would read conditional use, which allows for a public hearing and comment period.

Mike Hill noted that the staff report did not reflect the presented change and needed to be revised. (#6: Opposition or support of the neighborhood residents). **Miller** responded that #6 would be eliminated for the request going to Council.

A motion was made to approve the request move forward to council for vote with #6 in the staff report eliminated.
Action: DAB members voted 2-3-1 to deny the request move forward to Council for vote.
6.

EXCERPT OF THE MINUTES OF THE DAB VI SEPTEMBER 16, 2009 MEETING

DER2009-00004 The District VI Advisory Board (DAB) considered an amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions. The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation, MAPC recommendation and answered questions of members and the public. The Board asked the following questions/comments: *Responses in Italics.*

Pleased to see all the DAB's viewed this the same.

This means the Impound lot will have to go thru the whole process to be approved, correct. *Yes you could add additional provisions if needed.*

What is AFB district? *Air Force Base.*

****Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (**5-0 Claycomb/Carr**) of the amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **DER2009-00004, Amendment to the Wichita-Sedgwick County Unified Zoning Code to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.**

DATE: July 15, 2009

On Monday, July 6, 2009, the District II Advisory Board considered an amendment to the Wichita-Sedgwick Unified Zoning Code to establish a new use type, motor vehicle impound lot, and to delineate in which districts the use is allowed and under what conditions.

BACKGROUND: At a recent Metropolitan Area Planning Commission (MAPC) meeting planning staff was asked to review our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms:

Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard." Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operatestorage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district.

CASE HISTORY: The storage of inoperable vehicles has required "special permit" (in the pre-1996 zoning code) or "conditional use" approval (since 1996) in the E and F districts (pre-1996 code) and the LI and GI districts (since 1996), since at least 1954.

Citizens attending the meeting made the following comments:

- **Citizens felt they had no voice in this process**
- **Businesses and citizens strongly oppose the potential amendment change**
- **Motor Impound lot would create problems for existing businesses in Downtown area**
- **Motor Impound lots would decrease property values**
- **Motor Impound lots would detour new business from coming into certain areas**
- **Create traffic in residential areas**
- **Create eye sore even if fenced**
- **City of Wichita unable to police motor impound lots**
- **Fear of no oversight pertaining to business practices**
- **Motor Impound lots could be placed in any area including Willowbend or near the Waterfront Development**
- **Amendment change would allow motor impound lots to relocate to any part of the city**

Recommended Action: The **DAB** voted **(8-0)** in opposition of the Planning Staff's recommendation.

Antione Sherfield
Neighborhood Assistant
District II

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Janet Johnson, Neighborhood Assistant, District III

SUBJECT: **DER2009-00004, Amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.**

DATE: July 6, 2009

On Wednesday, July 1, 2009, the District III Advisory Board (DAB) considered a request for a: new use type, "Motor vehicle impound lot." A "Motor vehicle impound lot" is a lot, land or structure, or any part thereof, used for the storing of operable or inoperable "vehicles, motor," that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of "vehicle, motor," such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as "vehicle, motor" are prohibited from being parked, stored or placed on property approved for use as an "impound lot."

The DAB Members were provided the MAPD staff comments for review.

No one from the DAB or from the public spoke in favor of the change. Some of their concerns included: 1) "precluding" public comment 2) little or no difference in the appearance of a "wrecking/salvage" lot and an "impound lot" 3) putting an unattractive business that operates 24 hours a day, seven days a week in a neighborhood as opposed to an arterial street 4) lack of monitoring/enforcement by already overworked City staff 5) felt this proposal was an "end run" as a result of the City Council's denial to allow an impound lot on South Mosley.

John Kemp (Dillard) moved to deny staff's recommended amendment to the zoning code. Action: Motion passed 8-0.

Please review this information when **DER2009-00004** is considered.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Wichita City Council

MAPC Members

FROM: Megan Buckmaster, Neighborhood Assistant, District V

SUBJECT: DER-2009-0004

DATE: July 15, 2009

On Monday, July 06, 2009 District Advisory Board V heard case, #DER-2009-0004; a proposed amendment change to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

The Board expressed many concerns:

1. Approving a new use type" Motor vehicle impound lot" and allowing a permitted use by right in the LI and GI districts would eliminate a pubic hearing which does not allow the residents/ business owners in the area a voice in regards to allowing such a business to come into their neighborhood.

2. During the "vehicle sale" events how will traffic/ parking be addressed?

3. There is no limit to how long a vehicle can be stored.

4. There is equal resident and business opposition to this request.

5. Such a impound lot could be located next to a residential neighborhood without hearing from the residents affected.

6. The history of these cases shows how much controversy there is over the new use type proposal.

Several citizens added their concerns:

1. Every district will be affected by this new use type. No district will be safe from having such a business locate within it.

2. Other businesses have had to schedule their events around the vehicle sales events due to parking and traffic.

3. No "workable" option/ solution have been presented to the public.

4. The public hearing process would be eliminated completely.

No one spoke in favor of the request.

Action: DAB members voted unanimously 7-0 to deny the request.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **DER2009-00004,** Amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

DATE: July 15, 2009

On Monday, July 6, 2009 the District VI Advisory Board (DAB) considered an amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- We need something like this, but should include something separate for impounded vehicles.
- I have a concern if we eliminate the public hearing process. We need to allow people to speak how they feel about this.
- No matter what you do to these facilities they continue to look like a salvage yard.
- I would like to see a time limit on how long you can keep a stripped vehicle on the lot.
- I have a concern about acceptable screening. This needs to be more specific.
- Will they have to get a salvage lot permit from KDOT?

Members of the public responses are

- This is not for our neighborhood
- To have this is worse than a wrecking shop, it's a bad situation.
- Speaking for WIN (Wichita Independent Neighborhood) we need to be careful what we say without public input. This should continue to stay under Conditional Use requests.
- There is nothing wrong with the way the amendment is now. These lots can go anywhere without our input.
- There is limited understanding of this by the public.
- I have objection of storage for vehicles.
- This could have an impact on residential properties.

****Action:** The DAB VI members made a motion to recommend to City Council denial **(5-1)** of the amendment change as written now. Request staff returns with an added category for this to be allowed with a conditional use and allow public input. To delineate impound vehicle lot.

Please review this information when **DER2009-00004** is considered.

mtd

Case No.: DER2009-04 - Request Proposed amendment to the Wichita-Sedgwick County Unified Zoning Code dealing with the creation of a new use type, "motor vehicle impound lot" and allowing said use to be allowed as a Conditional Use in the LI Limited Industrial and GI General Industrial districts, subject to specified supplementary use regulations.
General Location: City-wide

BACKGROUND: In June 2009, the Metropolitan Area Planning Commission (MAPC) asked planning staff to review our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms:

> Vehicle Storage Yard: the keeping outside of an enclosed Building for more than 72 consecutive hours of one or more Motor Vehicles (except Inoperable Vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard."
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> Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any Motor Vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition that includes having no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An Inoperable Vehicle shall not include vehicles needing only the inflation of tires, the installation of a battery or the addition of fuel to operate. In the City, an Inoperable Vehicle shall also include any Vehicle with uninflated tires or otherwise meeting the definition of Inoperable Vehicle in Title 8 of the Code of the City of Wichita.
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> Wrecking/Salvage Yard: a Lot, land or Structure, or any part thereof, used for the collecting, dismantling, storing and / or salvaging of machinery, equipment, appliances, Inoperable Vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and / or for the sale of parts thereof. Typical uses include Motor Vehicle Salvage Yards and junkyards. In the unincorporated area of the county only, the term Wrecking / Salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

The circumstance that triggered the Planning Commission's request to review this issue was the filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "Conditional Use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, but are permitted "by right" in the AFB district.

The first requests were CON2008-53 and ZON2008-55, which were Sedgwick County applications for LI zoning and a Conditional Use for "wrecking and salvage" on property located on the west side of Rock Road at 43rd Street South. The applicant runs an auto insurance pool auction business that requires the storage of inoperable vehicles until they are sold. Planning Staff recommended denial of the request and the MAPC also recommended denial by a 6 to 5 vote. The applicant then withdrew his application.

The second application, CON2009-00005, was for a Conditional Use for "wrecking and salvage" on property zoned LI, and located in the City of Wichita on the west side of Mosley Avenue, south of Bayley Street. The applicant runs a towing service and they also store impounded vehicles for local law enforcement. Some of the towed or impounded vehicles are inoperable. Some of these inoperable vehicles become the property of the tow service operator, who ultimately sells the vehicles. The storage of the inoperable vehicles triggers the needed for a "wrecking and salvage" conditional use permit. Staff recommended denial of this particular request, the MAPC recommended approval (7-5-1) and the City Council denied (7-0) the request.

The third requests, CON2009-14 and ZON2009-13, were Sedgwick County applications for LI zoning and a Conditional Use for "wrecking and salvage" on property located east of West Street and north of MacArthur Road. The applicant for these two cases was the same as the first application discussed above. Staff recommended approval, and MAPC recommended approval (10-2). The Board of County Commissioners approved this application.

With the denial of the first two cases, some Planning Commissioners voiced the opinion that the current zoning code was too restrictive for this type of activity; that the code should make a distinction between a true wrecking and salvage operation and a use that just stores inoperable vehicles and does not actively part out or dismantle vehicles. Based on that discussion, the Planning Commission asked staff to draft a text amendment that resolves those concerns.

The proposed solution was to create a new use type, "Motor vehicle impound lot." A "Motor vehicle impound lot" is a lot, land or structure, or any part thereof, used for the storing of operable or inoperable "vehicles, motor," that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of "vehicle, motor," such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as "vehicle, motor" are prohibited from being parked, stored or placed on property approved for use as an "impound lot."

The original proposal was to allow "Motor vehicle impound lot" as a permitted use by right in the LI and GI districts, subject to supplementary use regulations: 1) only a towing company, auto insurance pool operator or similar business properly licensed under applicable law may operate a motor vehicle impound lot; 2) motor vehicles stored on a "Motor vehicle impound lot" shall not be dismantled, parted out or salvaged; 3) the site must be enclosed by a fence or wall not less than eight feet in height and having cracks or openings not in excess of five percent of the area of the fence; 4) vehicles stored, parked or placed on the site shall not be visible at ground level from adjoining property; 5) the storage of any parts of vehicles is prohibited 6) vehicles shall be stored on an all weather surface and 7) the site is not contiguous to an arterial street, expressway or freeway.

The Advance Plans Committee of the MAPC met twice to review the original proposed amendment, and, on May 21, 2009, approved the wording described in the two previous paragraphs. Another subcommittee of the MAPC that was established to review zoning code amendments also reviewed this item on June 4, 2009, and approved forwarding it to the full MAPC for consideration.

In July all of the District Advisory Boards ("DAB") reviewed the original proposal and recommended denial.

After the July DAB meetings, the MAPC reviewed the original proposal on July 23, 2009, and voted to amend the proposal to require Conditional Use approval (instead of as a use by right), and also directed staff to take the revised proposal back to the DABs for consideration. All other provision of the original amendment remained – the definition, the districts in which the use is allowed and the supplementary use regulations – the same as the original. Upon consideration of the revised proposal, DABs II, IV and VI

recommended approval; DABs I and V recommended denial and DAB III declined to hear the revised proposal.

CASE HISTORY: The storage of inoperable vehicles has required "special permit" (in the pre-1996 zoning code) or "conditional use" approval (since 1996) in the E and F districts (pre-1996 code; today's LI and GI districts) and the LI and GI districts (since 1996), since at least 1954.

CONFORMANCE TO PLANS/POLICIES: *The Wichita-Sedgwick County Comprehensive Plan's* Industrial land use Goal IV states the community should promote the expansion of the industrial base through the expansion of suitable industrial sites and, Objective IV.A states that industrial activities and development should be promoted in a manner that is compatible with the built and natural environment. Residential land use Objective II. B. states that we should minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments. Some of the neighborhood plans have more detailed policy positions dealing with auto oriented uses. Staff incorporates those policies into their analysis of individual applications where applicable.

RECOMMENDATION: Adoption of the proposed amendment would provide an additional auto-related use type. From a zoning administration standpoint, the proposed amendment distinctly separates the storage of inoperable vehicles from wrecking and salvage operations. The proposed amendment includes development standards designed to mitigate foreseeable impacts by requiring screening from ground view and the use of all-weather surfaces where vehicles are stored. Staff recommends approval of the proposed amendment.

This recommendation is based upon the following findings:

1. The zoning, uses and character of the neighborhood: While the proposed amendment separates the storage of inoperable vehicles from wrecking and salvage operations, the zoning districts and the requirement for a Conditional Use remains the same for both uses. Also, the recommended supplemental use regulations: limiting those who can apply for such zoning, requiring screening from ground view, prohibition against parting of stored vehicles and requiring an all weather surface in the area where vehicles are stored should address most compatibility with surrounding use questions.

2. The suitability of the subject property for the uses to which it has been restricted: Most properties already zoned LI and GI have been so zoned for decades, and are located in older areas of the city near key railroad or arterial or highway routes.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The current code lumps the long term storage of inoperable vehicles in with wrecking and salvage. The proposed amendment will separate the two uses but maintain the same zoning district requirements – only allowed in LI and GI districts with conditional use approval. Conditional use approval allows for the addition of reasonable site-by-site development standards that should further minimize any detrimental impacts the use might have on surrounding properties.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: Currently *The Wichita-Sedgwick County Comprehensive Plan* Commercial Location Guideline 6 states that commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as: the CBD fringe; segments of Kellogg; established areas of similar development; and , areas where traffic patterns, surrounding land uses and utilities can support such development. Industrial land use Goal IV states the community should promote the expansion of the industrial base through the expansion of suitable industrial sites and, Objective

IV.A states that industrial activities and development should be promoted in a manner that is compatible with the built and natural environment. Residential land use Objective II. B. states that we should minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments. Some of the neighborhood plans have more detailed policy positions dealing with auto oriented uses. Staff incorporates those policies into their analysis of individual applications where applicable.

5. Impact of the proposed development on community facilities: Public facilities should not be impacted by the proposed change.

6. Opposition or support of neighborhood residents: There has been documented public opposition to individual applications that required conditional use approval under the current code.

DALE MILLER, Planning Staff presented the Staff Report.

MITCHELL commented that it would appear that adding the requirement for a Conditional Use permit to the first recommendation didn't sway the DAB's who apparently don't think they have enough voice in the process yet.

MILLER commented that 3 of the DABs recommended approval of the revised proposal; 2 DAB's recommended denial; and 1 DAB opted not to rehear the proposal.

HILLMAN said he recalled that District III opted not to rehear the item.

MILLER said he can't explain why the DAB voted the way it did. He said the only information he has is the vote and the information that is included in the DAB Memorandums.

MILLER STEVENS clarified that staff wanted to see if the Commission wanted to proceed to recommend this as an ordinance change.

MILLER said correct; the action being decided today was whether the Commission wanted to recommend this ordinance change on to the governing bodies as an amendment to the Unified Zoning Code or leave the ordinance the way it is with motor vehicle impound lot uses the same as wrecking and salvage yards.

FOSTER commented that after all staff has gone through with the definition, this is going to make the process much easier. He added that he did not understand the denial of the DAB boards and thought perhaps that was a misunderstanding on their part.

MILLER said he didn't know if there was a misunderstanding, but he thinks what they are saying is all you have done is basically take the wrecking and salvage title and changed it to something else, but the same activity is still going on, in their minds. He said it will still require a Conditional Use, it will still require a public hearing and it will still require an application but if the Code is amended, it will be called something different other than wrecking and salvage.

FOSTER said they learned from the industry that a different definition was needed.

MILLER responded but to DAB members from the street looking in, they can't tell any difference between wrecking and salvage and impound lot; at least that would be his guess.

HENTZEN clarified that this was a public hearing and that it had been advertised as such.

MILLER said yes.

HILLMAN asked if a hard surface was required.

MILLER said no, and referred to item number 6, which states in part "....vehicles will be stored on all weather surface which includes rock ½ inch in size or larger...." He said the UZC definition of "all weather surface" also includes concrete and asphalt and other impervious materials.

VICKI CHURCHMAN commented as a member of DAB I, she said DAB I voted unanimously against this change in definition because they felt very strongly that a definition is not necessary because impound lots for all practical purposes conduct the same kinds of activities and have the same appearance, pollution and rodents as a salvage yard. In addition, she said by State Law, in order to operate an impound lot you have to be a licensed salvage facility. She said the DAB Boards made it clear they were opposed. She said the City Council voted against the application on Meade. She said the DAB's felt that coming up with a definition for an impound lot was an end run around what the DAB's had voted against in the first place. She said there was no need for another definition, it was a Conditional Use any way and they felt the purpose of separating the verbiage was to be misleading. She said to say "this is not a salvage lot, this is simply an impound lot" then maybe people may be mislead into thinking that what they are going to end up getting is going to look different than a salvage lot. She concluded that there was no need for a separate definition.

HILLMAN asked Mrs. Churchman for her opinion that based on the 7-0 vote to deny the Meade application by the City Council, does she think setting up an amendment to the UZC in this manner would change their vote.

CHURCHMAN said she can't speak for the City Council but added that 3 Council members have said they will not vote for the proposed amendment.

B. JOHNSON asked Ms. Churchman if she has been to any of the impound lots or salvage areas.

CHURCHMAN responded yes, including one on south Meridian and several along 21st Street.

B. JOHNSON asked if she has been to the new one on south West Street by MacArthur Road.

CHURCHMAN commented that she has heard that the business owners near there are upset because of all the traffic.

B. JOHSNON said he goes by that location 4-5 times a day and he doesn't ever see any traffic and that it appears to be a very neat operation. He said it looks a lot better than the empty trailer across the road from it. In addition, he said there is a drastic difference between that location and the salvage operation down the road.

CHURCHMAN said most of the new salvage yards will be better because of things that have happened and guidance that has come down in recent months and years. She said she is not opposed to those, that places have a right to have those. She said they felt the definition is not necessary and that this is easily covered by the original ordinance

JIM RUANE, 7729 KILLARNEY COURT, ATTORNEY FOR AUTO INN one of the applicants mentioned in the history of this request and one that the Commission has considered an application from that he feels has bearing on these questions. He said he applauded the Board's efforts and said he thinks

the Board has learned a lot wrestling with these cases to recognize that there is a difference between a vehicle storage yard and a wrecking and salvage operation. He said the processing of vehicles and the operation of a wrecking and salvage yard is fundamentally different from the vehicle impound and storage lots that he represents and hopes to bring their perspective to the Commission. He said Mrs. Churchman is right that if this is amended, it will be a distinction that is drawn, but one without a difference. He said the proposal is that there would be a different category for a vehicle storage yard, separate and apart from a wrecking/salvage yard but both of the uses will require a Conditional Use permit even if it is in General Industrial (GI) and Limited Industrial (LI) zoning. He said his request to the Commission was that there is an amendment that vehicle storage yards only are allowed in LI and GI "by right."

MTICHELL clarified so Mr. Ruane would like to eliminate the need for a Conditional Use and public hearing on those cases.

RUANE said yes, he believes that was the original intention.

HILLMAN commented so Mr. Ruane sees no reason why the public would be interested or concerned when a set up like an impound lot goes into place and they would have no opinion on the subject.

RUANE said he doesn't agree. He said even the DAB results suggest that people don't really care about the facts. He said in the instance of the distinction that the Commission draws, there is a "Not In My Back Yard" reaction whether it's a vehicle impound, storage lot, or wrecking and salvage yard because they are all painted with the same brush. He said to allow it as a use "by right" would eliminate the public hearing and allow these consistent uses to be in areas that are already zoned for uses that are far more dense and industrial than this.

HENTZEN commented with the number of municipalities, cities and counties he can't believe that someone hasn't addressed this issue. He asked staff if they have we checked with any other entities.

MILLER responded that staff conducted an Internet search on Omaha, NE; Tulsa and Oklahoma, OK and Kansas City, KS and that those cities don't make a distinction between impound lot and wrecking/salvage yard. He said they handle the issue similarly to Wichita.

MITCHELL asked if a public hearing was required.

MILLER said he didn't research how applications were processed, he just looked at definitions to see if an impound lot was a separate use from wrecking/salvage.

MITCHELL asked about removing the conditional use requirement.

MILLER said that would bring the discussion back to the original motion which was to allow the proposed use "by right" in Limited Industrial (LI) and General Industrial (GI) zoning.

MITCHELL said the revised proposal doesn't seem to have made any difference with the DAB's.

MILLER reiterated the DAB action and commented that he thought the last vote was a considerably different reaction from the proposed "use by right" which was six disapprovals.

HILLMAN commented so basically the DAB vote was 3 to 3.

BILL PRATHER, 1528 S. EMPORIA said he had dual duty as part of the Implementation Commission for the South Central Neighborhood and as a member of Wichita Independent Neighborhoods (WIN). He said he was in favor of denying the request for an impound lot in his neighborhood. He said WIN has not taken any action on the present proposal, but he said be sure that if this goes forward to the City and County governing bodies, WIN will alert all neighborhoods in Wichita and Sedgwick County. He said one of the differences is that salvage yards operate twenty-four hours a day and are not restricted to receiving vehicles under law enforcement control due to drugs busts and other issues. He said he didn't see any purpose in going through this exercise because the current zoning code is adequate; the issue is well defined in the neighborhood plan and he doesn't understand why this amendment would even be considered.

> **MOTION:** To deny staff recommendation for motor vehicle impound lots as a separate category.
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> **HILLMAN** moved, **MILLER STEVENS** seconded the motion.

DOWNING asked staff, based on their experience, with separate impound lots and wrecking/ salvage yards both requiring conditional use approval, will the Commission see any reduction in requests for those uses by applicants.

MILLER said he didn't know if the extra category will make any difference. He said it depends if the activity will take place on a lot that is not properly zoned, the Commission will still get whatever applications it takes to make the industry work.

DOWNING commented so this is not going to reduce the number of applications or requests or discussions that occur when these applications come in.

MILLER said since staff doesn't generate the request; they do not control the number of applications. He said if the question is--is there a potential for there to be a different perception based on whether the operation is called a wrecking and salvage yard or motor vehicle impound lot. He commented that the Commission has heard the discussion and that they will have to form their own individual opinions on whether that makes a difference on how these activities are viewed.

> **SUBSTITUTE MOTION:** To approve subject to staff recommendation to amend the Unified Zoning Code to establish motor vehicle impound lots as a separate category and forward the recommendation to the appropriate governing bodies.
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> **MARNELL** moved, **MCKAY** seconded the motion, and it carried (12-2).
> **MILLER STEVENS** and **HILLMAN** – No.

FOSTER commented that he recalled when this discussion originated staff had problems "shoe horning" this use into some sort of category. He said he appreciates getting a definition because it assists the Commission to see what they are looking at. He said environmental concerns as well as other areas need to be evaluated. He said another thing to keep in mind is the Commission will still hear these requests as Conditional Use permits and that there still will be a public hearing, so he is going to support the substitute motion.

MITCHELL said he was in a rather unusual position because he voted against the action to include the conditional use hearing; however, he said he felt this was a lot closer to satisfying the need for the Commission and the public to have a definition, so he said he would support the substitute motion.

J. JOHNSON asked which DAB's supported the staff recommendation.

MILLER said DAB's 2, 4, and 6 voted to approve the proposed amendment.

VAN FLEET said he was going to support the substitute motion. He said as he recalled the cases that came before the Commission, such as the case on K-15, he said it was denied not because of a misunderstanding of the nature of the business, but because of the traffic it would generate and the location. He said that applicant has found another location in the southwest part of the City that he is quite happy with. He said painting this activity as a junk yard just casts it in the wrong light because it is big business, conducted electronically and intertwined nationally so bidders may be from California or Maine. He said the inventory just happens to be located in certain areas of the City. He said it is a legitimate business that is a by-product of our civilization.

MILLER STEVENS said she is in opposition to the substitute motion because she feels this is just "splitting hairs" and creating more demand and monitoring for inspection staff. She said she sees no need to add more intensity to a situation when there is already something on the books that takes care of the issue.

EXCERPT OF THE JULY 23, 2009 MAPC HEARING

Case No.: DER2009-00004 - Request a public hearing regarding a proposed amendment to the Wichita-Sedgwick County Unified Zoning Code dealing with the creation of a new use type, motor vehicle impound lot and allowing said use to be allowed as a permitted use in the LI Limited Industrial and GI General Industrial districts, subject to specified supplementary use regulations.

Generally located City and County wide.

BACKGROUND: At a recent Metropolitan Area Planning Commission (MAPC) meeting planning staff was asked to review our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms:

> Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard."
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> Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate.
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> Wrecking/Salvage Yard: a lot, land or structure, or any part thereof, used for the collecting, dismantling, storing and / or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and / or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards. In the unincorporated area of the county only, the term "wrecking / salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district.

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With the denial of the first two cases, some planning commissioners voiced the opinion that the current zoning code was too restrictive for this type of activity; that the code should make a distinction between a true wrecking and salvage operation and a use that does not actively part out or dismantle inoperable vehicles. Based on that discussion, the Planning Commission asked staff to draft a text amendment that resolves those concerns.

The proposed solution is to create a new use type, "Motor vehicle impound lot." A "Motor vehicle impound lot" is a lot, land or structure, or any part thereof, used for the storing of operable or inoperable "vehicles, motor," that are held on the property for the purpose of impound and/or routine and periodic sales occurring at least three times a year. Materials not meeting the definition of "vehicle, motor," such as appliances, bulky waste, junk, or other kinds of machinery or equipment not defined as "vehicle, motor" are prohibited from being parked, stored or placed on property approved for use as an "impound lot."

"Motor vehicle impound lot" would be a permitted use by right in the LI and GI districts, subject to supplementary use regulations: 1) only a towing company, auto insurance pool operator or similar business properly licensed under applicable law may operate a motor vehicle impound lot; 2) motor vehicles stored on a "Motor vehicle impound lot" shall not be dismantled, parted out or salvaged; 3) the site must be enclosed by a fence or wall not less than eight feet in height and having cracks or openings not in excess of five percent of the area of the fence; 4) vehicles stored, parked or placed on the site shall not be visible at ground level from adjoining property; 5) the storage of any parts of vehicles is prohibited 6) vehicles shall be stored on an all weather surface and 7) the site is not contiguous to an arterial street, expressway or freeway.

The Advance Plans Committee of the MAPC met twice to review the proposed amendment, and, on May 21, 2009, approved the wording described in the two previous paragraphs. Another subcommittee of the MAPC that was established to review zoning code amendments also reviewed this item on June 4, 2009, and approved forwarding it to the full MAPC for consideration.

CASE HISTORY: The storage of inoperable vehicles has required "special permit" (in the pre-1996 zoning code) or "conditional use" approval (since 1996) in the E and F districts (pre-1996 code) and the LI and GI districts (since 1996), since at least 1954.

CONFORMANCE TO PLANS/POLICIES: *The Wichita-Sedgwick County Comprehensive Plan's* Industrial land use Goal IV states the community should promote the expansion of the industrial base through the expansion of suitable industrial sites and, Objective IV.A states that industrial activities and

development should be promoted in a manner that is compatible with the built and natural environment. Residential land use Objective II. B. states that we should minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments. Some of the neighborhood plans have more detailed policy positions dealing with auto oriented uses. Staff incorporates those policies into their analysis of individual applications where applicable.

RECOMMENDATION: Adoption of the proposed amendment would provide an additional auto-related use type. From a zoning administration standpoint, the proposed amendment distinctly separates the storage of inoperable vehicles from wrecking and salvage operations. The storage of inoperable vehicles by towing services and insurance auto pools and similar users would become a use permitted by right in the LI and GI districts; eliminating the public hearing requirement for property already zoned LI and GI the community has required since at least 1954. These types of uses have generated neighborhood opposition, not just from residential users but business owners as well. However, the proposed amendment includes development standards designed to mitigate foreseeable impacts by requiring screening from ground view and the use of all-weather surfaces where vehicles are stored. Staff recommends approval of the proposed amendment.

This recommendation is based upon the following findings:

1. The zoning, uses and character of the neighborhood: The proposed amendment has consequences for those properties already zoned LI and GI since the proposal creates a new use type that would be allowed by right only in those districts.

2. The suitability of the subject property for the uses to which it has been restricted: Most properties already zoned LI and GI have been so zoned for decades and are located in older areas of the city near key railroad or arterial or highway routes.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The current code lumps the long term storage of inoperable vehicles in with wrecking and salvage. Wrecking and salvage require conditional use approval. The proposed ordinance makes the long term storage of inoperable vehicles a use by right in the LI and GI districts instead of requiring a public hearing.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: Currently *The Wichita-Sedgwick County Comprehensive Plan* Commercial Location Guideline 6 states that commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as: the CBD fringe; segments of Kellogg; established areas of similar development; and , areas where traffic patterns, surrounding land uses and utilities can support such development. Industrial land use Goal IV states the community should promote the expansion of the industrial base through the expansion of suitable industrial sites and, Objective IV.A states that industrial activities and development should be promoted in a manner that is compatible with the built and natural environment. Residential land use Objective II. B. states that we should minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments. Some of the neighborhood plans have more detailed policy positions dealing with auto oriented uses. Staff incorporates those policies into their analysis of individual applications where applicable.

5. Impact of the proposed development on community facilities: Public facilities should not be impacted by the proposed change.

6. Opposition or support of neighborhood residents: There has been documented public opposition to individual applications that required conditional use approval under the current code. This proposed

amendment will eliminate the public hearing requirement for these types of uses on property already zoned LI and GI, precluding the opportunity for public input.

DALE MILLER, Planning Staff presented the Staff Report. He reported that the proposal has been presented to five of the six District Advisory Boards and all have recommended denial of the proposal. He said from a laymen's standpoint, they find it hard to find a distinction between an impound lot and a wrecking and salvage operation. He said another concern was that an impound lot may have 24-hour a day activity. He commented that he believed several members of the public were present to express their opposition to the proposal.

FOSTER asked **MILLER** to define a conditional use.

MILLER said under the Unified Zoning Code (UZC) there are two types of uses; those that are permitted "by right" meaning those uses listed under a particular zoning district that do not require a public hearing; and a "conditional use" which is an activity that may be allowed in a particular zoning district but requires a public hearing.

FOSTER clarified that the term "motor vehicles" would include buses, motor homes and trailers that would be over eight feet tall.

MILLER said that was correct.

FOSTER referred to condition #1 and asked if a towing company could operate an impound lot and conduct their towing services 24-hours a day.

MILLER responded yes.

Responding to **FOSTER's** question concerning security lighting, **MILLER** explained that the UZC requirement was that lighting not escape the boundary of the property.

FOSTER asked for a city the size of Wichita, how many impound lots would be needed.

MILLER said he did not know.

FOSTER referred to the use regulations and said he did not see anything about height control.

MILLER briefly reviewed condition #4 which he said takes care of that issue.

CHAIRMAN DOWNING clarified that a vehicle storage facility was authorized "by right" in both Limited Industrial (LI) and General Industrial (GI). He also asked what about the screening requirements.

MILLER said the use is authorized "by right" and briefly reviewed the standard screening requirements of the UZC.

JIM RUANE, 7729 KILLARNEY COURT said he was present to speak in favor of the item. He briefly summarized the history of the proposal. He said this item wasn't about any specific property, but was an issue about defining permissible land uses. He said common sense and on-going compliance requirements are not thrown out the window. He said impound lots serve a very important function, especially for law enforcement. He said impound lots can exceed minimum requirements, but it was not fair to assume that they will run wild with this new zoning classification. He said the new definition is a logical category. He said impound lots are not chop shops and processing facilities. He said vehicles are

simply stored until they are redeemed, and if not redeemed, then the Police Department conducts sales on a quarterly basis. He mentioned the new, more restrictive DUI law that if someone is arrested with a prior history or is on diversion for DUI, then their vehicle will be impounded. He said presently, there were not enough places for those vehicles to go. He concluded by saying that he was speaking in behalf of all non junk yards. He said DAB's are unlikely to approve this type of proposal and added that is why this Commission is needed. He said the "not in my backyard" attitude was poor land use planning.

FOSTER said he would make one comment in disagreement with **MR. RUANE** in that it was his understanding that staff was asked to look at the incompatibility of the definition between impound lot and wrecking and salvage yard. He said he did not believe the charge was to facilitate this particular use.

RUANE said he stood corrected on that. He said he thought the seven recommendations by staff should more than address the concerns of the DABs.

HENTZEN asked legal if the vote the Commission took was on the application or the different subject of asking staff to look at the wording of the Code.

BOB PARNACOTT, COUNTY COUNSELOR suggested referring back to the minutes where the action was taken.

MILLER said his perception was that the Commission asked staff to take look at the current code and the fact that these services are currently defined as wrecking and salvage and see if there was a way to separate motor vehicle impound lot activities from wrecking and salvage lot activities.

PARNACOTT quoted the motion which stated "To have the Advance Plans Committee look at the definition of Salvage Yards in the Unified Zoning Code." He added that "**MARNELL** clarified that he was interested mainly in the salvage yard issue; however, he said staff may come up with other issues. He said he was interested in modifying the UZC not rewriting the entire code."

JOE LANG, CHIEF DEPUTY CITY ATTORNEY mentioned a series of cases that occurred previous to the Commission's request.

DIRECTOR SCHLEGEL explained that the MAPC already made a recommendation on the case that initiated the discussion of the definition of impound lots versus salvage and wrecking yards and that was how this proposal was developed.

LANG clarified that this will be the first amendment to the UZC that was just recently approved by the MAPC.

DAVE WEATHERSON, 722 E. ZIMMERLY STREET said he is a lifelong resident of Wichita who owns and operates a printing firm; operates over 150,000 square feet of commercial property; and has a vested interest in the decision the Commission makes on this issue. He said he was present in opposition to the proposal. He suggested that not all areas zoned LI or GI are areas where impound lots should be located. He said this amendment would allow impound lots near 37th and Rock Road in the Willowbend area, Central and Webb Road in the Lake Point and Waterfront areas, 29th and Ridge near Forest Lake and Barefoot Bay, some areas of Old Town and areas near the new Intrust Arena. He said no matter what you call them, impound lots and salvage yards all look the same. He said they both hold the same wrecked, burned out or vandalized cars; they both leech the same toxic chemicals into the groundwater; and they both attract rodents and mosquitoes that can become health hazards. He said fencing does not solve these problems and that sometimes the fencing looks as deplorable as the contents it is trying to screen. He said in some ways impound lots are worse than salvage operations because they operate 24-7 and bring traffic

into an area both day and night. In addition, he said they hold numerous auctions that create traffic and spread debris throughout the area. He said impound lots are not compatible with other businesses in the LI and GI category as was noted by city staff in their original report to deny the Bailey and Mosley site application. He said if the MAPC allows impound lots into these areas, other business will not necessarily follow. He said impound lots generally discourage other businesses from entering an area and existing businesses are more likely to leave the area over a period of time. He said he has personally purchased two properties that are within 75 feet of the Bailey and Mosley site and invested an excess of $2 million in their renovation. He said if there had been an impound lot in that area, he would not have purchased those properties in the first place and they would not be in the first class condition that they are in today. He said no commercial developer ever seeks to locate near an impound or salvage operation. He said impound lots will reduce property values to surrounding properties because they require little investment compared to the surrounding businesses that have much larger investments in plant and equipment. He said they devalue an area due in nature to its product and by-products. He said since there is no formal oversight of these operations they always tend to deteriorate and rarely maintain the status quo or get any better. He said he did not understand the logic of taking one of the most unsightly industries, one that leeches toxic fluids and creates health issues, and spreading it throughout the City. He suggested creating one or two impound/salvage yard districts with oversight, berms, fencing or screening, and pollution, rodent and mosquito control and traffic management with access to highways and railroads to accommodate the operation thereby creating something positive instead of a negative. He concluded by saying that the zoning code was not broken and did not need to be fixed; that it was working the way it was intended to work. He said amending the code to allow no input, protest or oversight will discourage development, run off existing businesses and cause gradual deterioration of areas.

MOTION: To allow the speaker one additional minute.

DENNIS moved, **MILLER STEVENS** seconded the motion and it carried.

He said property owners do have rights and when a person buys or invests they are also buying into that neighborhood. He said they must have zoning protection for the neighborhood in order to preserve and protect their investment. He concluded by stating that zoning codes were developed to provide that protection. He said this amendment changes the intended use of the area they bought into and does not allow them to have any input or due process against a new use that adversely affects them.

DENNIS asked for clarification regarding proximity of these types of activities to arterial streets.

MILLER said there is the potential for these activities to be located along an arterial street as long as they have100-150 feet setback but it depends on the location. He mentioned the operation along West Street. He said theoretically, the way the proposal is written, these operations could go into any GI or LI zoning.

MITCHELL mentioned the comment that property owners have rights beyond their property line and asked **MR. WEATHERSON** where that came from.

WEATHERSON responded that was real estate law.

MILLER-STEVENS asked what permits would be required for an impound lot.

MILLER said he understood from the Office of Central Inspection (OCI) that impound lots would still be required to obtain State permits, but from a zoning stand point, they would not be required to have a public hearing.

MILLER-STEVENS asked what kind of permits would be needed and if those permits would make this process null and void.

MILLER referred the question to the legal staff.

LANG commented that he believed there were business licenses and operational permits required by State Law and City Ordinance.

MILLER-STEVENS clarified then the impound lots would be a more restrictive use than wrecking and salvage lots.

LANG responded not necessarily, if they have permits to operate several different businesses and they all fit within the zoning code, they could operate from that lot.

MILLER-STEVENS clarified then there are permits that would undermine this definition and use. She said, for example, if an operation were to go into this area as an impound lot; they could then acquire permits from the State to do other things.

MILLER said the State requires that businesses are properly zoned in order to obtain State permits.

VICKY CHURCHMAN, 1357 S. BROADWAY said she was not representing any one particular organization or business. She referred to Commissioner **HENTZEN's** comment about the business that initiated this proposal being done and said there would not be an attorney here today representing that business if they were done. She said if this proposal is passed, that business would automatically be allowed to operate at the location they previously requested without anyone's permission. She said a wise person is always open to new ideas. She said she was not opposed and knew there had to be impound lots. She said she liked **MR. WEATHERSON's** idea about a specific zone for these types of activities. She said this definition as proposed could create a monster. She gave several examples of what could happen in LI zoning if the proposal is approved as written. She mentioned the requirement for eight foot fences and said some of the rusted, corrugated fencing is uglier than what it is supposed to be screening. She mentioned a comment by a DAB III member who seemed to think that this proposal would generate more revenue for OCI through enforcement activities. She said in many ways an impound lot is worse than a salvage and wrecking yard because they have to be open 24 hours a day. She also mentioned auctions and the traffic they generate.

JOHN STEVENS, 3125 E. BOSTON said when the Wichita Independent Neighborhood Association (WIN) looked at this proposal, they felt that it would remove the right to come and speak on an item from neighborhoods. He complimented planning staff on their presentation to the DAB and added that five of the six DAB's have recommended denial of this proposal. He concluded by asking that the Commission keep this issue open for public input and not close neighborhoods out. He said these types of uses have generated opposition by both business owners and neighbors as well.

KENNY JOHNSON, 11423 WEST BEKEMEYER said he was present to support the proposed changes. He read the current definition for wrecking and salvage yard in the UZC and stated that it was incorrect for vehicle impound lots since they only met about 25% of the definition at best. He said he felt it was appropriate for the Commission to send this issue to the Advance Plans Committee for development of a definition for impounds lots. He briefly reviewed the excerpt of the March 5, 2009 MAPC minutes, in particular the remark made by Commissioner **MARNELL** about impound lots being thrown into a box because that was as close as the Code allowed. He also mentioned Commissioner **HENTZEN's** remark about the proposed location of the impound lot being in a heavily industrialized

area, not on an arterial street. He said he felt it was appropriate to develop a specific definition for vehicle impounds lot. He said continuing to define these lots as wrecking and salvage lots was incorrect.

DALE CHURCHMAN, 1357 S. BROADWAY said he believes one thing needs to be answered, and that was the idea that these impound lots are not salvage yards. He said a friend of his told him salvage yards get their inventory from vehicle impounds lots. He asked at what point are vehicles not "salvage" and at what point is a wrecked vehicle not something that looks like it belongs in a salvage yard. He challenged Commission members to drive down 21st Street and see if they could distinguish which were salvage yards and which were vehicle impound lots. He said "if it is not broke, don't fix it." He said what is in place now works, that people have the right for a hearing and a right to petition. He said what is being proposed is going to be a hassle for neighborhoods, staff and Planning Commissioners. He concluded by saying that he felt it was not a good proposition and that it would not work.

FOSTER observed that the discussion on this item speaks to the heart of what a conditional use is all about; that if the requested use is not compatible, then it needs to be discussed. He referred to the proposal which included seven conditions or use regulations that needed to be met in order for an item to be approved. He concluded by saying that of the three cases that were heard by the Commission, one of them was approved, which said to him that the current process is working.

HENTZEN referred to a previous application that was denied by the City Council, so that is why he felt that the application was done. He explained that since these types of applications generated so much discussion, the Commission asked staff to see what they could come up with and he said he believed staff has done a good job. He said he liked the idea of defining an area for impound yards.

DENNIS said he supported the original motion to send this item to the Advance Plans Committee, which he sits on. He said these impound lots do not fit into the definition of wrecking and salvage yards. He said he still believes something needs to be done and commented that is why public hearings are held to come up with other opinions and ideas. He said if what is done ends up locating activities in areas that are not appropriate because they can be located there "by right", then perhaps the issue needs to be referred back to the Advance Plans Committee for further study.

MARNELL said he felt some of the testimony the Commission heard today is pretty far "out in left field." He said he did not believe there would be impound lots in Lake Point or Reflection Ridge. He said he believed the practicality of land values would take care of that question. He said sometimes people purchase land in industrial areas because it is cheaper and not prime industrial property and then they don't want an industrial neighbor next to them. He said he believes they are pretty close to what was requested and that was a definition of impound lots to separate them from wrecking and salvage yards. He asked legal staff since this was a public hearing and the Commission had taken testimony on the proposal, what if the Commission were to change "by right" in LI and GI districts and add "by special permit" which would be a conditional use permit. He said that would not keep cases from coming to the MAPC for hearing and he did not have a problem with that. He said he thought the definition of an impound lot was correct. He asked legal staff if they Commission could make that kind of a change to the proposal.

DIRECTOR SCHLEGEL clarified that **MARNELL** wanted to amend the proposal to change use" by right" in the LI and GI districts to *"a conditional use permit"*.

MARNELL responded yes.

BOB PARNACOTT said he and **JOE LANG** have discussed the issue and they believe the Commission can recommend that the text of the proposal be changed to read "conditional use" instead of "by right".

He said currently there are a number of uses in LI and GI zoning that require conditional use permits and a number of uses that require supplemental regulations. He said the motion could reflect a text amendment.

MARNELL commented that he thought staff did a good job writing up the proposal and he felt supplemental regulations would be good wherever these types of activities occur. He added that he thought this would be a good addition to the Code.

> **MOTION:** To approve subject to staff recommendation with an amendment in the verbiage from permitted use "by right" to permitted use with *"a conditional use permit"*.
>
> **MARNELL** moved, **J. JOHNSON** seconded the motion, and it carried (10-2).
> **MITCHELL** and **HENTZEN** – No.

HENTZEN said he was not sure the Commission wanted to eliminate "by right" in GI and LI districts. He asked how many items come up "by right" in those zoning districts.

DIRECTOR SCHLEGEL explained that there was a whole list of "by right" activities in the UZC; however, he said this would only apply to impound lots in LI and GI districts.

FOSTER clarified that they were amending the UZC to add the definition of impound lot with a conditional use permit in LI and GI districts.

PARNACOTT commented that was correct.

MITCHELL said he would not support the motion because this whole exercise was to remove the conditional use requirement for something that is clearly outside the conditional use requirements of a salvage yard. He said this motion will not eliminate the problems the Commission experienced with the previous cases.

DENNIS said maybe he understood the situation a little differently from **MITCHELL**. He said he felt the problem was the compartmentalization of lumping impound lots into salvage yards. He said he felt this other definition was needed and that he would support the motion.

And additional comments that were made at the end of the meeting:

MARNELL asked **MILLER** why the Unified Zoning Code item was taken to the District Advisory Boards (DAB) prior to the Commission taking action on the item.

MILLER said planning items are typically taken to the DAB's first if that can be arranged. He said that is the normal procedure so that the MAPC will have the benefit of the DAB's comments.

MARNELL said he believes now they have a situation, and it may just be procedural, that the MAPC passed something substantially different from what was presented to the DAB's. He said it seems to him that this issue should probably go back to the DAB's before it is presented to the City Council.

MILLER said that thought had occurred to him.

MARNELL said he was a little frustrated with feeling like staff was at times working against the Commission who had requested the change and worked on the issue at the DAB's. He said it sounded like that to him, although he admitted that he had not attended any of the DAB meetings where the item was presented and that he was only taking that from what he heard at the meeting today. He said he did not think that was appropriate if in fact that is what took place.

MILLER said he could only say, in the most extreme exception he took to **MR. MARNELL's** comments, that if **MARNELL** had been there, he would have heard that staff was as neutral and even handed as could be knowing that at the Advance Plans Committee, it was staff's opinion that doing this was a mistake from the start.

MARNELL said he realized that and that he appreciated the candor. He asked if the Commission needed to take some kind of action for this to go back to the DABs.

MILLER said they could if they liked with a motion direct staff to do so, but he thought given the change, staff would do that as a matter of course.

> **MOTION:** To direct staff to return the UZC amendment item to the DAB's before it is presented to the City council.
>
> **MARNELL** moved, **VAN FLEET** seconded the motion, and it carried (8-2).
> **HENTZEN** and **MITCHELL** – No.

MITCHELL said he would not support the motion because he said he did not feel it was appropriate for the DABs to be giving the MAPC advice on zoning items.

MARNELL said he did not disagree with what **MITCHELL** said at all; however, with this case the DABs would be giving advice to the City Council, which is why the DABs were created, not to give advice to the MAPC.

DENNIS said he would support the motion because if it does not go back to the DABs it will give the Council the impression that the DABs are in disagreement, but in fact the MAPC passed something totally different then what was reported to the DABs.

MCKAY asked if it would it be appropriate to provide a letter to the City Council explaining what the DABs disapproved and what the MAPC approved.

DOWNING said he would prefer personally that it go back to the DABs even though it was an additional requirement for staff. He said if they don't let the DABs have a second look at the revised proposal, the City Council and County Commission will probably not be able to sort out the differences between the two DAB presentations.

MCKAY said he just didn't want staff to have to "rehash" the whole situation, but just let the DABs know what the MAPC passed.

Responding to **MARNELL's** question, **MILLER** said Planning Staff only attends DAB meetings when there are planning items on the agenda.

MARNELL said he was not trying to make unnecessary work for staff.

MILLER said it made sense for staff to go back to the DABs because what the MAPC approved is significantly different from what the DABs heard.

MARNELL said he did not feel it was his place as a Planning Commissioner to lobby the City Council and explain that what the MAPC approved was significantly different then the proposal that went to the DABs.

MCKAY said he thinks the issue can go back to the DABs but just to briefly explain that the "by right" was removed and replaced with "conditional use permit".

FOSTER asked staff a procedural question about how items are presented to the City Council.

MILLER said Planning Staff will contact each neighborhood assistant, explain what happened and see if they think it should be reheard by the DAB.

EXCERPT OF THE MINUTES OF THE DAB I AUGUST 3, 2009 MEETING

MAPC Motor Vehicle Impound Lot

Bill Longnecker, Planning Department presented information on the proposed amendment to the Wichita-Sedgwick County Unified Zoning Code to establish new guidelines to our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms: Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard." Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate.

Wrecking/Salvage Yard: a lot, land or structure, or any part thereof, used for the collecting, dismantling, storing and / or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and / or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards. In the unincorporated area of the county only, the term "wrecking / salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code. The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district. Staff recommends approval of the proposed amendment. Adoption of the proposed amendment would provide an additional auto-related use type. From a zoning administration standpoint, the proposed amendment distinctly separates the storage of inoperable vehicles from wrecking and salvage operations. The storage of inoperable vehicles by towing services and insurance auto pools and similar users would become a use permitted by right in the LI and GI districts; eliminating the public hearing requirement for property already zoned LI and GI the community has required since at least 1954. These types of uses have generated neighborhood opposition, not just from residential users but business owners as well. However, the proposed amendment includes development standards designed to mitigate foreseeable impacts by requiring screening from ground view and the use of all-weather surfaces where vehicles are stored. The Board and citizens present expressed concern about what were the exact changes

from the proposed amendments brought before them a month ago and wished to make sure that applications for these facilities would still have to be reviewed and require public input. **Mr. Longnecker** indicated that this would be the case. The Board and citizens also recommended reviewing the amendment to possibly create an independent zoning area for this use.

Action Taken: Domitrovic motioned to recommend approval of the amendment presented. Roberts 2nd the motion. Motion failed (7:3). Roseboro then motioned to deny the proposal and correct the document as intended to read per staff recommendation and presentation and also examine the idea of an independent zoning area for this use.

EXCERPT OF THE MINUTES OF THE DAB II AUGUST 3, 2009 MEETING

DER2009-00004
Donna Goltry, Planning Department, represented information pertaining to Amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

BACKGROUND: At a recent Metropolitan Area Planning Commission (MAPC) meeting planning staff was asked to review our current regulations regarding the storage of motor vehicles. The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines the following terms: Vehicle Storage Yard: the keeping outside of an enclosed building for more than 72 consecutive hours of one or more vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include "wrecking/salvage yard." Vehicle, Inoperable: any vehicle that is unable to operate or move under its own power. It shall also mean any vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition which includes having uninflated tires, no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal and safe manner. An inoperable vehicle shall not include vehicles needing only the installation of a battery or the addition of fuel to operate storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code.

The circumstance that triggered the Planning Commission's request to review this issue was the recent filing of three applications for "wrecking and salvage" by individuals who provide vehicle towing and impound services and/or conduct auto insurance pool auctions. Some vehicles taken to these businesses are inoperable, and may be stored up to three or four months, without any intention of repairing the vehicle, before they are removed from the site. The vehicles are not dismantled or parted out, only stored, but because the business stores inoperable vehicles for longer than 72 hours, by UZC definition, the activity is categorized as "wrecking and salvage." Wrecking and salvage uses are only permitted with "conditional use" approval in the LI Limited Industrial ("LI") and GI General Industrial ("GI") districts, and is permitted "by right" in the AFB district.

CASE HISTORY: The storage of inoperable vehicles has required "special permit" (in the pre-1996 zoning code) or "conditional use" approval (since 1996) in the E and F districts (pre-1996 code) and the LI and GI districts (since 1996), since at least 1954.

Recommended Action: The **DAB** voted **(8-0)** in favor of the Planning Staff's recommendation.

EXCERPT OF THE MINUTES OF THE DAB V AUGUST 3, 2009 MEETING

DER-2009-0004

Dale Miller, Planning, presented on an updated proposed amendment change to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions. **Miller** noted that this is a revisit of a prior request presented to DAB in July. The only change made was instead of the ordinance reading use by right. It would read conditional use, which allows for a public hearing and comment period.

Mike Hill noted that the staff report did not reflect the presented change and needed to be revised. (#6: Opposition or support of the neighborhood residents). **Miller** responded that #6 would be eliminated for the request going to Council.

A motion was made to approve the request move forward to council for vote with #6 in the staff report eliminated.
Action: DAB members voted 2-3-1 to deny the request move forward to Council for vote.
6.

EXCERPT OF THE MINUTES OF THE DAB VI SEPTEMBER 16, 2009 MEETING

DER2009-00004 The District VI Advisory Board (DAB) considered an amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions. The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation, MAPC recommendation and answered questions of members and the public. The Board asked the following questions/comments: *Responses in Italics.*

Pleased to see all the DAB's viewed this the same.

This means the Impound lot will have to go thru the whole process to be approved, correct. *Yes you could add additional provisions if needed.*

What is AFB district? *Air Force Base.*

****Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (**5-0 Claycomb/Carr**) of the amendment to the *Wichita-Sedgwick County Unified Zoning Code* to establish a new use type, Motor Vehicle Impound Lot, and to delineate in which districts the use is allowed and under what conditions.

POE & ASSOCIATES, INC. CONSULTING ENGINEERS
5940 E. Central, Suite 200 (316) 685-4114
Wichita, Kansas 67208 FAX: (316) 685-4444

January 6, 2010

Mr. Dale Miller
Current Plans Manager
Metropolitan Area Planning Dept.
455 N. Main, 10th Floor
Wichita, KS 67202

Re: ZON2008-52 & CUP2008-40
Funston Addition

Dear Dale:

Our client requests a one-year platting extension for the property in order to complete the plat for the property.

The plat was submitted and heard by the Subdivision Committee on November 13, 2008. Subsequent to that time, we have been working to finalize the drainage plan for the plat and believe that we will have an approved drainage plan in the next few weeks.

Thank you in advance for your assistance with this matter. Please let me know if you have any questions.

Respectfully,

Tim Austin, PE

CC: Jay Maxwell

Agenda Item No. V-1

City of Wichita
City Council Meeting
February 2, 2010

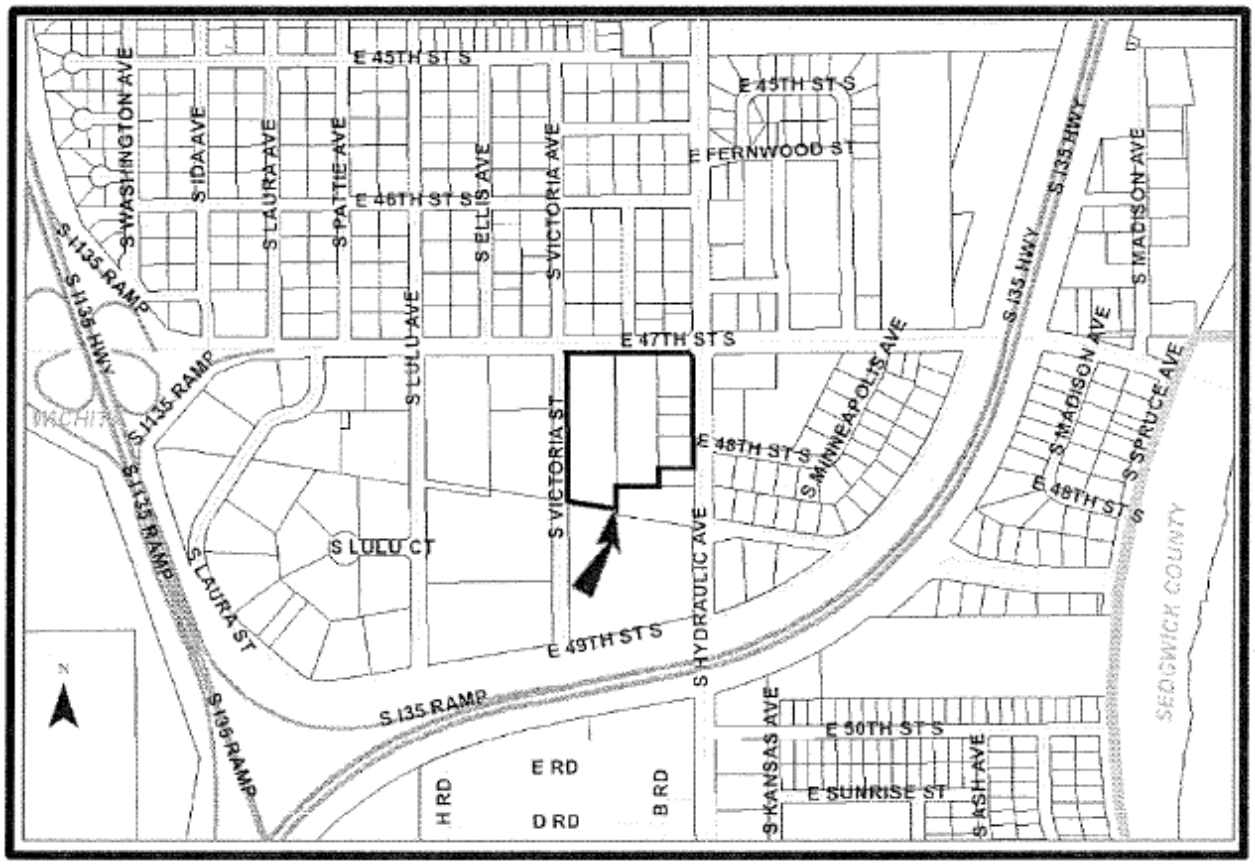
TO: Mayor and City Council

SUBJECT: ZON2008-00052 AND CUP2008-00040 – Extension of time to complete the platting requirement for DP-315 The Funston Addition Community Unit Plan and a zone change from SF-5 Single-family Residential ("SF-5") to GC Limited Commercial ("GC"); generally located on the southwest and corner of 47th Street South and Hydraulic Avenue. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: Approve extension of platting deadline to December 9, 2010.



Background: On December 9, 2008, the City Council approved the creation of DP-315 and a zone change from SF-5 Single-family Residential ("SF-5") to GC Limited Commercial ("GC"), subject to the condition of platting the property within one year. The applicant's attached letter requests a one-year platting extension to complete the platting process.

Analysis: Staff recommends that the request for additional time to complete the plat be granted. The recommended new deadline is December 9, 2010. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: No legal documents are required to grant the platting extension. If approved, the platting extension is communicated via letter to the applicant noting the new platting deadline as granted by the City Council.

Recommendation/Actions: Approve an extension of the platting deadline to December 9, 2010.

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Construction Management Services, Design Services and Program Application Software Development - Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 4 for Professional Services with CH2M Hill for Construction Management Services, Design Services and Program Application Software Development for Process Control (PC/S) and Supervisory Control and Data Acquisition System (SCADA) for the Aquifer Storage and Recovery (ASR) project.

Background: On July 10, 2007, the City Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds ASR project. Phase II will consist of a 30-million gallon-a-day (MGD) water treatment plant and surface water intake structure as well as the pipelines, recharge and recovery wells, overhead power lines and a SCADA system that will provide much of the backbone for future phases.

On June 24, 2008, City Council approved the Professional Services Agreement with CH2M Hill for the 30-percent design of the PC/S and SCADA portion of ASR. Their expertise in the field of ASR geochemistry and recharge wells included them in the Recharge and Recovery Well project as peer reviewers, and then as the team in charge of the Diversion Well Study which will help define future phases of the ASR.

Analysis: Requests for Proposals were issued for engineering services for five projects for Phase II of the ASR project, including the design of the PC/S and SCADA. The Request for Proposals specified that initial engineering services would be for a 30-percent design. Three firms responded to the RFP and presentations were heard by the Staff Screening and Selection Committee. The interviews and scoring sheets were submitted to the City's internal auditor for review and were approved.

It was determined that the contract be awarded to CH2M Hill. If the 30-percent design went according to expectations, it was intended that the rest of the design would subsequently be awarded to CH2M Hill, including the final design and construction management services. Construction is comprised of two packages:

1. Bid Package J1 - PC/S and SCADA, hardware and software. Estimated cost is $1.41 million.

2. Wireless Tower Package – Under contract with ETI as an addendum to the City IT department's wireless project. Estimated cost is $1.33 million.

Supplemental Agreement No. 4 will authorize CH2M Hill to provide construction management and design services during the construction of the PC/S and SCADA system. It will also authorize them to develop the programming required to implement the PC/S and SCADA system for all ASR facilities.

Financial Considerations: Supplemental Agreement No. 4 will not exceed $3,149,031 to complete the scope of services, as outlined. Construction management and design services will amount to $912,305. The programming to implement the PC/S and SCADA will amount to $2,236,726. Funds are available in CIP W-549, Water Supply Plan.

The 30-percent design contract was for $269,890. Supplemental Agreement No. 1 for final design was for $1,405,589. The total amount for design, programming, bidding and construction observation services will be $4,824,510 which is 64-percent of the total estimated construction cost and is within the expected norm for projects of this type. Supplemental Agreement No. 2 is for Well Technical Advisory Services and Supplemental Agreement No. 3 is for the Geochemistry Study and Water Quality Pilot Test Services.

Goal Impact: The project will help to ensure efficient infrastructure by providing for the development of future water supplies.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement for Professional Services; and 2) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 4 for Professional Services with CH2M Hill

SUPPLEMENTAL AGREEMENT NO. 4

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

CH2M HILL, INC. HEREINAFTER CALLED "CONSULTANT"

FOR

CONSTRUCTION MANAGEMENT, DESIGN SERVICES DURING CONSTRUCTION, AND PROGRAM APPLICATION SOFTWARE DEVELOPMENT SERVICES FOR PROCESS CONTROL AND SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM - ASSOCIATED WITH INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists a agreement between the two parties covering professional design services for Process Control and Supervisory Control and Data Acquisition (SCADA) system implementation to be provided by the CONSULTANT (also "Designer" and "Engineer" and now also "Construction Manager" and "Resident Project Representative" being an indemnitee and additional insured and beneficiary of any waiver of subrogation, along with and in same manner and extent as City, as those obligations and protections may appear in the General Conditions or any Supplemental Conditions in the construction documents) in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. <u>PROJECT DESCRIPTION</u>

CONSULTANT shall perform Construction Management Services (as Construction Manager) associated with the Process Control and SCADA Project and the ASR portion of the Implementation of a Wireless Communication Network Project as described in Exhibit A. In addition, CONSULTANT shall provide Design Services during Construction of the Process Control and SCADA Project and the ASR portion of the Implementation of a Wireless Communication Network Project as described in Exhibit B. In addition, CONSULTANT shall provide Program Application Software Development Services for the ASR Program as described in Exhibit C.

The estimated budget for these services is summarized in Exhibit D, attached hereto.

B. ADDITIONAL PROVISIONS

WHEREAS, this Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

WHEREAS, any provision of part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

C. PAYMENT PROVISIONS

Payment to the CONSULTANT for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

D. PROJECT SCHEDULE

The project schedule for the services described by this supplemental agreement is summarized in Exhibit E, attached hereto.

E. PROJECT TEAM

The Project team for these services is summarized in the Roles and Responsibilities Matrix in Exhibit G, which includes subcontractors as summarized in Exhibit F.

F. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement No. 4 as of this _____day of _____ in the year _____.

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

By:_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By:_____
Gary Rebensdorf, Director of Law

CH2M Hill, Inc.

By:_____

Title: Designated Manager

List of Exhibits

Supplemental Agreement No. 4 to the Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Phase Services and Application Software Development Services for the Process Control and Supervisory Control and Data Acquisition Project

Exhibits A and B Construction Phase Scope of Services:

A – Construction Management Scope of Services

B – Designer Scope of Services During Construction

Exhibit C - Application Software Development Scope of Services

Exhibit D – Compensation for Supplemental Agreement No. 4

D.1 - Compensation for Construction Management and Designer Services During Construction

D.2 - Compensation for Application Software Development Services

D.3 – Per Diem Schedule No. 1 to Add 2011 and 2012 Rates

Exhibit E Schedule for Supplemental Agreement No. 4

E.1 - Schedule For Construction Management Services and Designer Services During Construction

E.2 - Schedule For Application Software Development Services

Exhibit F – Sub Consultant Proposals for Supplemental Agreement No. 4

F.1 – Utility HelpNet Proposal for Designer Services During Construction

F.2 – Critigen Proposal for Application Software Development Services

F.3– Utility HelpNet Proposal for Application Software Development Services

Exhibit G – Roles and Responsibility Matrix for Supplemental Agreement No. 4

Exhibits A and B

Construction Phase Scope of Services:

Construction Phase Scope of Services

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services

for the

Process Control and

Supervisory Control and Data Acquisition Project

Exhibits A and B

Construction Phase Scope of Services:

Construction Phase Scope of Services

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services

for the

Process Control and

Supervisory Control and Data Acquisition Project

Exhibits A and B

Construction Management Scope of Services:

ASR Phase II Process Control and Supervisory Control and Data Acquisition System Construction Management Services Scope of Work City of Wichita, Kansas

Table of Contents

Exhibit A – Construction Management Scope of Services A-1
Assumptions Pertaining to this Exhibit A-2
Task 1: Construction Management A-5
Task 2: Construction Contract Administration A-8
Task 3: Coordination with Design Services During Construction (SDC) A-13
Task 4: Quality Assurance/Quality Control A-14
Task 5: Testing and Inspections A-15
Task 6: Construction Schedule A-17
Task 7: Insurance and Safety A-19
Task 8: Change Orders and Claims A-19
Task 9: Surveying A-22
Task 10: Temporary Facilities and Staging A-22
Task 11: Equipment Testing, Training, and Startup A-23
Task 12: Project Closeout A-25
Task 13: Supplemental Services A-26
Exhibit B – Designer Scope of Services During Construction: B-1
Assumptions Pertaining to this Exhibit B-1
Task 1: Document Review B-3
Task 2: Designer Field Services B-4
Task 3: Non-Conformance by the Contractor B-5
Task 4: Testing and Inspections B-5
Task 5: Construction Change Orders & City Directive Allowance B-5
Task 6: Equipment Testing, Training, and Startup B-5
Task 7: Development of Final Project Documents B-6
Exhibit D – Compensation D-1
Exhibit E – Schedule E-1
Exhibit G – Roles and Responsibility Matrix G-1

Exhibit A – Construction Management Scope of Services

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services

for the

Process Control and

Supervisory Control and Data Acquisition Project

Exhibit A

Construction Management Scope of Services:

Exhibit A to Supplemental Agreement No. 4 between CH2M HILL, INC. (CM) and the City of Wichita, Kansas (City) for Construction Management Services for the ASR Phase II Process Control and Supervisory Control and Data Acquisition System (Project).

CH2M HILL, Inc. agrees to furnish the City services based on the following tasks:

- Task 1: Construction Management Activities
- Task 2: Construction Contract Administration
- Task 3: Coordination With Design Services During Construction
- Task 4: Quality Assurance/Quality Control
- Task 5: Testing and Inspections
- Task 6: Construction Schedule
- Task 7: Insurance and Safety
- Task 8: Change Orders and Claims
- Task 9: Surveying
- Task 10: Temporary Facilities and Staging
- Task 11: Equipment Testing, Training, and Startup
- Task 12: Project Close-out
- Task 13: Supplemental Services

The City's Construction Administration Manager (CAM) will be the CM's primary communication with the City. Wherever the term City appears in this Scope of Services, it refers to the Program Manager's CAM.

Project Description: The Process Control and Supervisory Control and Data Acquisition System, here in after referred to as PC/S, will provide the City with a supervisory control and data acquisition (SCADA) system to provide monitoring and control for the Owner's Phase II Aquifer Storage Recovery (ASR) Program facilities and systems.

Construction Management services are for SCADA being constructed under the Phase II ASR Program Bid Package J1 Process Control/SCADA. The ASR Phase II Process Control SCADA construction encompasses:

a. Construction, installation, programming, testing and commissioning of ASR Phase II Process Control/SCADA components for the following:
   1) Phase I Surface Water Treatment Plant (SWTP1), an existing Owner facility:
   2) Well Field Maintenance Shops (WFMS), an existing Owner Facility.
   3) Cowskin Creek Water Quality Reclamation Facility (CCWQRF), an existing Owner Facility
   4) Integration of Process Control/SCADA with instrumentation and control systems being constructed by other ASR Projects under the ASR Phase II Program:
   - Phase II Surface Water Treatment Plant (SWTP2),
   - Well Field Maintenance Facility (WFMF)
   - Overhead Power Lines Distribution System and Substation
   - Pipelines and Surge Tanks,
   - Recharge/Recovery Wells

b. Integrating and testing SCADA components implemented at SWTP1, WFMS, CCWQRF and WFMF with a Microwave radio system being implemented under a separate contract by the Owner.

c. System wide testing and commissioning of the complete integrated system wide ASR SCADA system.

Assumptions Pertaining to this Exhibit

This exhibit is based on the following assumptions:

1. It has been determined that it is in the interest of the Owner for one Resident Project Representative (also referred to as Construction Manager, as defined in the ASR Program Construction Administration Plan) to be shared between the Process Control and SCADA System Project (PC/S) and the Overhead Power Line Project (OHPL). The OHPL construction is front end loaded while the PC/S construction is back end loaded thus providing opportunity to provide a reasonably level load of work for one Resident Project Representative (RPR).

2. The fee budget is based upon the following on site staffing assumptions:
   2.1 A full time Resident Project Representative (RPR) being on site for seventeen (17) months, beginning in April 2010. The RPR is budgeted to work full time (40 hours each week), but will work on an as needed basis up to the amount included in the fee budget. Additional support required of the RPR beyond the budgeted amount will be funded by Task 13 Supplemental Services.

   2.2 A full time clerk being on site for 15 months, beginning in May 2010. The field clerk is budgeted to work full time (40 hours each week), but will work on an as needed basis up to the amount included in the fee budget.

   2.3 RPR and field site clerical services fee budgets are based upon fifty (50) per cent of weekly hours being charged against the PC/S Project for the durations noted with the other fifty (50) per cent of weekly hours charged against the OHPL Project fee budgets. This cost allocation is irrespective of which project is being worked on by the CM or clerk at any particular time.

   2.4 The Resident Project Representative will have primary responsibility for the construction quality assurance (QA) services under article 5.4.1 CM QA. The fee budget does not include additional on site inspection staff for QA.

2.5 An allowance of $10,000 is included for construction testing, special inspections, and survey. CM has no control over the Contractors means and methods and associated testing requirements or schedule.

3. This Scope of Services and fee budget encompasses construction management services for the following as noted in the listed subtasks:

   3.1 Bid Package J1

   3.2 Coordinating Microwave Tower Construction, being accomplished in the Equus Bed Well Fields and at the Owner's Cowskin Creek Water Quality Reclamation Facility under a separate Owner contract, with the ASR Program construction management. This coordination includes:
   - 3.2.1 Coordinating the Owner's Microwave Tower Construction with the ASR Program Construction.
   - 3.2.2 Monitoring the Owner's Microwave Tower Contractor's Construction Schedule and reporting progress
   - 3.2.3 Identifying potential schedule conflicts with the ASR Construction Schedule and providing recommendations for resolution.
   - 3.2.4 Responding to Owner's Microwave Tower Contractor's requests for information with regard to construction work at ASR Program sites.
   - 3.2.5 Monitoring Owner's Microwave Tower Contractor's field engineering activities and providing periodic reports and construction photographs of work in progress.
   - 3.2.6 Coordinating with PC/S Design Services During Construction as needed for integration of the Microwave Tower Contractor's with the PC/S Project.
   - 3.2.7 Assisting the City with evaluation of Microwave Tower Contractor's requests for information, change orders or claims related to ASR Program Construction work.
   - 3.2.8 Coordinating Microwave system implementation and testing with PC/S contract SCADA implementation and testing.

4. CM will provide Services during Construction (SDC) as defined below. These SDC are intended to assist the City to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in substantial compliance with the contract documents, and assist the Owner in responding to events that occur during the construction.

5. CM's SDC are based upon the schedule and duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and CM's compensation for the SDC, and will require an adjustment to CM's compensation.

6. CM will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall CM be responsible for the Contractor's failure to perform in accordance with the contract documents or to comply with any Laws and Regulations. Paragraph 1.7 of this Exhibit A should be deleted in its entirety.

7. Replace the contents of 1.12 in its entirety with the following: CM will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. CM will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance

specified in the contract for construction. CM will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CM staff, staff of CM subcontractors, or City staff to unsafe conditions. CM will notify affected personnel of any site conditions posing an imminent danger to them which CM observes. CM is not responsible for health or safety precautions of construction workers. CM is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

9. A CH2M HILL health and safety specialist will make one trip (shared with the Overhead Power Line Project) to assist the CM in establishing CH2M Hill's safety program.

10. CH2M Hill's inspection staff will arrange for photographs of the work in progress by the Contractor, in accordance with the requirements of the construction contract.

11. CM will assist the City in resolving disputes as stated herein. CM's involvement in claims resolution will be limited to support provided by CM's on-site Resident Project Representative within the budgeted hours included under Assumption 2 above.

12. Testing and Inspections noted in Task 5 will be limited to those required for this construction contract.

13. It is assumed that Contractor's insurance compliance will be verified during the Bidding Phase and post bid insurance compliance will be verified by the CM under Task 1.

14. Replace the contents of 11.6.2 in its entirety with the following: The Designer will provide support to Contractor during the start up of project equipment and integrated systems.

15. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CM has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CM makes no warranty that City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from CM's opinions, analyses, projections, or estimates. If City wishes greater assurance as to any element of Project cost, feasibility, or schedule, City will employ an independent cost estimator, contractor, or other appropriate advisor.

16. The City will include Engineers Joint Contract Document Committee (EJCDC) Standard General Conditions of the Construction Contract (EJCDC C – 700) and City's Supplementary Conditions to EJCDC C – 700 in all construction contracts for designs prepared by CH2M HILL, Inc.

Task 1: Construction Management

Objectives

CM shall provide advice for the overall management and coordination of the project activities that are primarily the responsibility of the Program Manager.

1.1 Overall Management of the ASR Phase II Program

CM shall become familiar with the division of roles and responsibilities between the CM, Designer, Program Manager and City as described in the Project General and Supplementary Conditions and Design Drawings and Specifications hereafter called Contract Documents. CM shall support the Program Management team that is responsible for the overall Program Management of the ASR Phase II Program by providing project level leadership and coordination, supplying data, gathering and distributing information, and other pertinent activities that the Program Manager deems necessary. Contractor is not a third party beneficiary of CM's services. The estimated number of hours for CM depends upon the level of support required by the City to effectively coordinate and integrate the Project.

1.1.1 Management Information System – ASR Program Central

The CM shall become familiar with the exiting Program Management Microsoft SharePoint® site (ASR Program Central) in order to provide for effective communication between the City, CM, Designer, Contractors, and other parties involved with the Project. The CM shall become familiar with the type of information contained in ASR Program Central for reporting, reporting format(s), and the desired frequency for distribution of various reports. The CM shall use ASR Program Central when performing its services under this Agreement. CM shall provide at their own expense Microsoft InfoPath® 2007 software for all CM staff that will use ASR Program Central. The Program Manager is responsible for all costs associated with maintaining the ASR Program Central site and for providing access as required to CM, Designers, Contractors, and other parties involved with the Project at no cost to these parties.

1.1.2 Review of Construction Documents

The CM shall review the construction documents, including the construction contract(s) (Contract) between the City and each Contractor, in order to become familiar therewith. If requested, the CM shall make recommendations to the City and Designer concerning clarity, consistency, and coordination of documentation among Contractors. The CM's actions in making such reviews and recommendations as provided herein are to be only advisory.

1.1.3 On-Site Management and Construction Phase Communication Procedures

CM shall provide and maintain an experienced management team on the Project site to provide Contract administration as a representative of the City, and the CM shall assist in establishing and implementing coordination and communication procedures among the CM, City, Designers, and Contractors.

1.2 Manage Claims

1.2.1 Assist CITY
CM shall assist the City in preparing the City's position in any claim proceedings and shall provide such additional support as required by the City.

1.2.2 Gather Data
CM shall gather information and data, assemble documents, and provide documentation to support the City's position on any claim that might arise.

1.3 Financial Management
CM shall maintain familiarity with the Project's available funding and shall perform its activities as provided to determine for the benefit of the City whether the Contractor's work is accomplished within Contractor's available funding.

1.3.1 Report Progress
CM shall report progress of each Contractor and review Contractor's monthly schedule update against the Baseline ASR Program Schedule for consistency and accuracy and shall report progress to ASR program team.

1.3.2 Recommend Revisions to MPS
While performing the services described herein, the CM shall recommend revisions to the Baseline ASR Program Schedule. The City shall issue, as needed, change orders to the appropriate parties to implement the Baseline ASR Program Schedule revisions. Following any revisions to the Baseline ASR Program Schedule, the CM shall provide current copies of the Baseline ASR Program Schedule to the Contractor.

1.3.3 Timely Work Completion
CM shall use its experience, resources, and contract requirements to determine for the benefit of the City whether the Contractor's work is completed within the milestones described in the contract documents.

1.4 Monthly Progress Report
CM shall report Contractor's progress and provide input regarding construction progress of various construction contracts.

1.5 Intergovernmental Coordination and Permit Compliance
The CM shall determine for the benefit of the City that there is proper coordination between the City and other governmental agencies in the jurisdictions through which the Project passes. To the extent the Contractors are responsible for complying with permits issued by other governmental agencies, CM shall monitor and identify all noncompliance issues and report the same to the City.

1.6 Environmental and Regulatory Compliance
CM shall advise the Program Manager regarding compliance and effectiveness of environmental and regulatory compliance activities.

1.7 Environmental Oversight
CM shall be responsible for enforcing environmental compliance during construction.

1.8 Legal Issues

CM shall timely notify the Construction Administration Manager (CAM) regarding any legal issues of which they are aware that may arise during construction of the Project.

1.9 Budget Control
CM shall monitor all potential adjustments to the Construction Contract amount against the amount of the City Directive Allowance (CDA). Information regarding any potential adjustments must be provided to the CAM.

1.9.1 Estimate Costs of Possible Changes
When requested by the Program Manager, CM shall provide estimates of construction costs for changes anticipated by the City or proposed by the Contractor.

1.9.2 Estimate Costs of Known Changes
When requested by the City, CM shall provide estimates of construction cost impacts associated with major changes in Project scope or schedule.

1.10 Budget Monitoring

1.10.1 Cash Flow Reports
The CM shall periodically prepare and distribute a cash flow report, but no more often than biweekly.

1.10.2 Status of Construction Costs
The CM shall provide periodic updates to the Program Manager regarding status of construction costs for the various bid packages and individual contracts during performance by the Contractors.

1.11 Public Involvement
CM shall support the efforts of the City to manage public involvement for the Project by consulting with the public involvement team and informing the public involvement team of issues of potential interest to the public.

1.12 Health and Safety
CM shall review Contractors safety plan to see that it is in compliance with OSHA and other state and local regulations. CM shall determine for the benefit of the City whether the Contractor is in compliance with Contractor provided safety plan and all health and safety requirements imposed by the Contract Documents.

1.13 Overall QA Procedures – Program Management
The CM shall review the Contractors quality assurance procedures as required by the contract documents and determine their compliance with ASR Program requirements and goals.

1.14 Agency Review Management
The CM shall provide advice and assistance to the City, as requested, regarding agency reviews of the Project. In doing so CM shall Follow Construction Administration Plan and Procedures as found in the Program Management Manual (PMM) found on ASR Program Central.

1.14.1 Construction Administration Plan (CAP)
The CM shall make recommendations to the City regarding revisions to the Construction Administration Plan (CAP) Section 10 of the PMM on an ongoing basis.

Task 2: Construction Contract Administration

Objectives

The City's CM will have primary responsibility for managing the construction contracts between the City and the various Contractors for the bid packages prepared by the Designer, beginning with the Pre-Construction Conference.

2.1 Contract Administration Procedures

The CM shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract documents; shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the City's representative at the construction site, the CM shall be the party to whom all such information shall be submitted by the Contractor(s).

2.2 Conduct Preconstruction Conference

2.2.1 Preconstruction Conference Meeting Agenda

The CM shall prepare an agenda for and conduct a Pre-Construction Conference for each bid package. Topics for discussion shall include insurance requirements, site conditions, schedule requirements (including all critical milestones and associated liquidated damages), submittal procedures, requests for substitution, requests for information (RFIs), pay application procedures, Work Change Directive (WCD) and Field Order (FO) procedures, City Directive Allowance (CDA) and Change Order procedures, assignment of contracts and pre-purchase equipment, environmental compliance procedures, Notice to Proceed, and other administrative procedures as defined in the Contract Documents as deemed necessary by the CM.

2.2.2 Preconstruction Conference Meeting Minutes

CM shall prepare minutes or otherwise record the results of the pre-construction conference. The CM shall prepare and post meeting minutes to ASR Program Central.

2.3 Contractor Permit Acquisition – Construction Related

CM shall receive and maintain copies of all permits which are required to be obtained by the Contractor in accordance with requirements of the Contract Documents.

2.4 Wichita City Permit Acquisition – Construction Related

2.4.1 Construction Permits

CM shall become familiar with all construction permits and their compliance requirements.

2.4.2 Monitor Activities

CM shall monitor construction activities to determine for the benefit of the City whether the Contractor is in compliance with all permit requirements.

2.5 Contractor Payment Review

2.5.1 Schedule of Values

The CM shall review and determine the acceptability of the Contractor's initial schedule of values for the work prior to submitting the Contractor's first request for payment. The schedule of values shall be

the basis for allocating the Contract price to the activities shown on the Contractor's Construction Schedule.

2.5.2 Allocating Costs to the Contractor's Construction Schedule

The Contractor's Construction Schedule shall have the total Contract price allocated by the Contractor among the scheduled activities so that the sum of the activity prices shall equal the total Contract price. The CM shall review the Contractor's price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule reports and Contractor's compliance with the requirements of the Contract documents.

2.5.3 Review of Contractor Payment Requests

CM shall receive and review the Contractor's payment requests. CM shall determine whether the amount requested reflects the Contractor's actual work progress and that the work is in accordance with the Contract Documents. The CM shall recommend appropriate adjustments to each payment application. Upon approval and payment of individual pay applications, the CM shall prepare and sign a Certificate of Payment that shall be delivered to the CAM for review. If accepted by the CAM the Certificate of Payment will then be sent on to the City for payment.

2.5.4 Evaluate Stored Materials

CM shall evaluate materials stored on and off site for which the Contractor has requested payment to verify they are materials which are dedicated to their specific ASR project, stored in a secure location, in a safe manner, and in a manner that will not cause the material to become damaged in any way during storage, excluding severe weather events such as tornados.

2.5.5 Periodic Payment Report

CM shall periodically, but no more frequently than biweekly, prepare and forward to the City a progress payment report. The report shall state the total Contract price, payments to date, current payment, requested retainage, and actual amounts owed for the current period.

2.6 Conduct Site Meetings and Prepare Construction Progress Meeting Records

2.6.1 Weekly Progress Meetings

The CM shall meet with the Contractors weekly or less frequently, if deemed appropriate by all parties, to discuss construction progress and common problems. The CM shall inform the Designer and other Program personnel if attendance at a specific weekly meeting is required.

2.6.2 Meeting Minutes

The CM shall prepare, distribute, and maintain Construction Progress Meeting minutes.

2.6.3 Summary Report to CAM

CM shall provide weekly reports to the CAM that summarizes the weekly construction progress meetings. The weekly reports shall, at a minimum, report construction schedule status, date of completion, updates to contract times, contract price, potential construction delays, challenges, and any mitigation plans.

2.7 Monthly Construction Management Progress Report

CM shall prepare monthly status reports that summarize the previous month's construction activities, and include a schedule of the planned versus actual work completed, summaries of change orders, CDAs, claims, and a cost summary of budgets and expenditures for construction. The report shall include CDAs and/or change orders issued, pending Allowances and/or change orders, anticipated change orders, CDAs, and estimated costs.

2.8 Construction Contract Interfaces

If requested, the CM shall provide advice on construction interface issues.

2.9 Construction Contract Change Management and Reporting

2.9.1 Managing City Directive Allowance (CDA)

The CM shall have primary responsibility for managing the CDA and change order process and periodically report the Contract cost status to the City.

2.10 Receive Contractor Submittals and Shop Drawings

2.10.1 Submittal Schedule

CM shall obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples, and submittals required by the Contract Documents, along with the anticipated submission dates.

2.10.2 Electronic Submittal Process

CM shall receive all submittals and shop drawings from the Contractor electronically as much as possible. The CM shall screen submittals and return incomplete or inappropriate submittals to the Contractor for correction and re-submittal.

2.10.3 Physical Sample Submittals

Submittals shall be transmitted to the CM electronically via ASR Program Central. CM shall transmit all submittals and shop drawings to the Project Designer in ASR Program Central for review. Samples and other physical pieces that cannot be transmitted electronically shall be submitted with a copy of the electronic transmittal for identification purposes only. Review comments shall be made on the electronic submittal form in ASR Program Central. The CM shall coordinate reviews of Contractor's shop drawings, samples, and other submittals with the Designer.

2.10.4 Track Submittal Status

CM shall continually track the status of all shop drawings, samples, and submittals.

2.11 Submittal Log, File, and Tracking

2.11.1 CM Monitor Decisions

CM shall monitor all outstanding decisions, approvals, or responses required from the City. CM shall track status of shop drawings, installation manuals, samples, and other Contractor submittals under review by the Designer.

2.11.2 CM Reminder

CM shall remind reviewing parties of documents in review that are nearing the Contract time limit allowed for submittal review.

2.12 Review Construction Request for Information (RFI)

2.12.1 CM Coordination

The CM shall provide liaison and coordination between the Contractors and Designers regarding clarifications and interpretations of the Contract documents. CM shall coordinate all written communications among and between the Contractor, Designer, and City during construction. CM shall provide recommendations to the City for written communications between the City and Contractor.

2.12.2 RFI Review

The CM shall receive all construction RFIs from Contractor electronically. Electronic RFIs prepared by the Contractor and electronic responses to RFIs will be provided on the Program standard electronic RFI form and in accordance with procedures described in the Construction Administration Plan as developed by the Program Manager. CM shall initially screen RFIs (i.e., return incomplete or inappropriate RFIs to the Contractor upon consultation with Designer).

2.12.3 RFI Responses

The CM shall review and issue RFI responses to the Contractor. The CM shall respond to cost/commercial components of RFIs. CM shall have the authority to respond to RFIs which do not have scope, schedule, or price impacts. At the request of the CM, the Designer shall provide technical (but not cost/commercial) review of the Contractor's RFIs or clarification of the Contract. The Designer shall coordinate such review with the CM as appropriate.

2.13 Contractor Field Engineering

CM shall monitor Contractor's field engineering activities to determine for the benefit of the City whether the Contractor is in compliance with the Contract documents.

2.14 Designer Field Engineering

CM shall monitor and coordinate all Designer field engineering activities with the Contractor.

2.15 Daily Diaries

CM shall maintain daily reports in ASR Program Central of the onsite personnel's observations, directions, and decisions.

2.16 Construction Photographs

CM's inspection staff shall arrange for daily photographs of the work in progress by the Contractor which shall be attached to the daily reports with appropriate descriptions and times/dates.

CM's staff shall make a photographic record of the project. The photo record shall be sufficiently detailed to determine, for the benefit of the City, that a record of the Contractor's activities is made, beginning with the Contractor's initial site activities and ending with completion of the work. CM shall use digital imaging for all photographs. The photographic plan shall include, at a minimum, requirements for:

1) Consistent, periodic photographs;

2) Consistent viewpoints for complete coverage of the work;

3) Consistency in camera angles;

4) Consistent exposure and resolution settings to capture high quality images;

5) Methods for electronic storage and retrieval of photographic images; and

6) Routine distribution of images to the Program Manager.

The photographic record shall be maintained in ASR Program Central and filed in chronological order with captions documenting the bid package number, name of photographer, date, location, subject, and any special items of note. Along with the photographic record the following shall be kept in ASR Program Central by CM personnel:

- Daily Reports (aka Daily Diaries): records of CMs onsite personnel's observations, directions, and decisions;
- Nonconformance reports;
- Contractor's project schedules;
- Shop drawings and submittals;
- Records of relevant telephone conversations;
- CDAs;
- Change orders;
- Requests and recommendations for payment;
- Records of materials onsite;
- Claims documentation and records;
- Project budget and cost information;
- Spare parts inventories;
- Correspondence;
- Field test results;
- Monthly status reports; and
- Claims.

Task 3: Coordination with Design Services During Construction (SDC)

3.1 General Project Management of SDC
CM shall become familiar with the Designer's scope of work for providing services during construction to determine for the benefit of the City that there is proper coordination between Contractor's, CM's, and Designer's activities.

3.2 Field Consultants
The CM shall be responsible for coordinating all Field Consultants, including, but not limited to, those consultants who perform inspection, test, and survey activities.

3.3 Identify Acceptable Materials and Manufacturer
All initial written Requests for Substitution (RFS) prepared by the Contractor shall be submitted to the CM. The CM shall screen RFSs and return incomplete or inappropriate RFSs to the Contractor after consulting with the Designer. RFS and written responses to RFSs shall be provided on the ASR standard RFS forms and in accordance with the procedures described in the Construction Administration Plans.

3.4 Review Contractor Submittals
CM shall be responsible for receiving all Contractor submittals, samples, and shop drawings, performing the initial review and coordinating review with the Designer. See Section 2.10 for additional requirements.

3.5 Review Deductive Alternate Proposals
Requests from the Contractor to review Deductive Alternative Proposals will be submitted to the CM. The CM shall screen Deductive Alternative Proposals and return incomplete or inappropriate Deductive Alternative Proposals to the Contractor. Proper Deductive Alternative Proposals shall be transmitted by the CM to the Designer for review and action.

3.6 Review Value Engineering Proposals (VEP)

3.6.1 Assumptions:
At the CM's request, the Designer will review the VEP and provide an opinion regarding the value of the proposed change. The Designer shall have the sole responsibility to determine if the VEP will meet the Project requirements and will have the authority to accept or reject the VEP.

3.6.2 VEP Review
CM shall receive all Contractor VEPs. The CM shall screen all VEPs and return incomplete or inappropriate VEPs to the Contractor. Proper VEPs shall be transmitted to the Designer for review and action.

3.6.3 Value Engineering Studies
If requested, the CM shall provide value engineering recommendations to the City and Designer on major construction components, including cost evaluations of alternative materials and systems.

Task 4: Quality Assurance/Quality Control

4.1 Construction Quality

4.1.1 Administer Quality Assurance

CM is responsible for administering Project Quality Assurance (QA) plans developed by the Program Manager. The CM shall establish and implement a program to monitor the work quality. The purpose of the QA shall be to determine for the benefit of the City whether all work by the Contractor meets the requirements of the Contract Documents. The Contractor shall be responsible for construction quality control. Communications between the CM and Contractor with regard to quality review shall not bind the CM or City or release the Contractor from performing work in accordance with the terms of the Contract Documents.

4.1.2 Means and Methods

The CM shall not be responsible for, nor shall the CM control, the Contractor's means, methods, techniques, sequences, and procedures for constructing the Project. The CM's actions in providing the foregoing quality review under this Agreement are a service of the CM for the City's sole benefit. No action taken by the CM shall relieve the Contractor from its obligation to perform the work in strict conformance with the requirements of the Contract Documents and all applicable laws, rules, and regulations.

4.2 Non-Conformance Reports (NCR)

4.2.1 Non-Conformance Reports

If the CM determines that work by the Contractor does not conform to the Contract documents or is otherwise defective, the CM shall, when appropriate, notify the Contractor by issuing a Non-Conformance Report.

4.2.2 Standard Form

Non-Conformance Reports shall be prepared using the standard Non-Conformance Report form found in ASR Program Central and managed in accordance with the procedures described in the Project's CAP.

4.2.3 Treatment of Incorrect Work

The CM shall reject any portion of the work which does not conform to the Contract Documents and transmit to the Designer, the City, and Contractor a Non-Conformance Report. Except for minor variations as described herein, the CM is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work which does not conform to the requirements of the Contract Documents.

4.2.4 Corrective Action Plan

Corrective action plans will be prepared and submitted by the Contractor to the CM including a detailed recovery schedule. The CM shall forward the proposed plan to the Designer for review and acceptance. Corrective action process shall be managed in accordance with the procedures described in the Project's CAP.

4.2.5 Monitor Corrective Actions
The CM shall monitor the Contractor's corrective actions and shall advise the Designer of the Contractor's compliance with the approved CAP. After issuing a Non-Conformance Report to the Contractor, the CM shall require that the Contractor submit a plan for corrective action. Upon receipt, the CM shall transmit the action plan to the Designer for review and action.

4.3 Provide Samples and Test Specimens

4.3.1 Sample Log/Contractor's Log
CM shall obtain from the Contractor a comprehensive log of required samples and test specimens and require that the Contractor provide said samples and test specimens in accordance with the Contract Documents. Before any work is initiated, the CM shall contact the Designer to review samples and test specimens and conduct any required testing. CM shall not allow the Contractor to proceed with any work prior to receipt of the Designer's findings regarding the acceptability of the samples and/or test specimens.

Task 5: Testing and Inspections

5.1 Field Testing and Inspection

5.1.1 Tests and Inspection
CM shall be responsible for technical inspection and testing for each Project as required by the Contract documents. CM shall acquire the services of Allied Laboratories to conduct all required onsite soil testing, concrete testing, asphalt testing, bolt torque testing, and weld inspection. All other technical and discipline inspection and testing activities required by the Contract Documents shall be coordinated by the CM. The CM shall receive copies of all inspection and testing reports and shall provide copies of such reports to the Designer and the City.

5.1.2 Special Inspections
The CM shall have sole responsibility for providing and scheduling the required special inspections required to comply with the applicable permits and shall contract with Allied Laboratories to provide the Designer required specialty inspections as allowed by the City and/or County agencies.

5.1.3 Notification
CM shall be responsible for notifying the appropriate building department that all requirements for special inspection were satisfied.

5.1.4 Provide Reports
CM shall submit copies of all test reports to the Designer for review as the Designer deems necessary.

5.1.5 Inspection Concrete Placements
CM shall inspect placements of all concrete and coordinate all testing required by the Contract documents and applicable codes and/or permits.

5.2 Geotechnical Input
The CM shall become familiar with all geotechnical information provided by the City and/or Designers to the Contractor.

5.3 Geotechnical Inspections

5.3.1 Independent Testing Firm

The CM shall employ Allied Laboratories for geotechnical testing and inspections.

5.3.2 Information Coordination

CM shall coordinate testing schedules and transmission of test reports, finding, or other information to the Contractor and the Designer. The following details the anticipated material testing.

5.3.2.1 Soils Moisture and Density Testing

Obtain samples of onsite and import soils and conduct laboratory testing as necessary to determine applicable engineering properties of materials (ASTM 698, D4318, D422); observe fill 16 placement and field testing materials for moisture and density using testing method ASTM D2922 (nuclear gauge method) or ASTM D1556 (sand cone method) as necessary to determine compliance with project specifications; and observe subgrade conditions for structures and pavement areas prior to placement of concrete or asphalt; and other testing as required by the Contract Documents.

5.3.2.2 Concrete Testing

CM shall conduct concrete tests required by Designer and Contract documents using test methods ASTM C-31, C-39, C-94, C-143, C-172, C-231, and C-1064. Six cylinders will be cast by the certified technician and properly cured according to ASTM C-31. Two cylinders will be compression tested at seven days, two cylinders will be tested at 28 days, and two cylinders will be held. The held cylinders will not be broken unless the 28-day cylinders do not achieve design strength. At a minimum, one set of cylinders will be obtained for every 50 cubic yard of each type of concrete placed in any one day or a minimum of one set per day of placement.

5.3.2.3 Masonry Inspection

CM shall provide masonry testing of masonry prisms (ASTM E-447-91) and grout specimens (ASTM C-1019) to determine compressive strengths of the various masonry units. An initial set of eight prisms will be cast with three prisms compression tested at 7-days and five prisms tested at 28-days. Each additional set of prisms will consist of a minimum of three prisms compression tested at 7-days. All prisms will be cast by on-site personnel. Grout specimens will be cast by the certified technician. Masonry prisms and grout specimens will be compression tested by an independent laboratory under the direction of CM. A minimum of one set of three prisms and one set of grout specimens will be cast and tested for each 5000 square feet of wall area as masonry construction progress.

5.3.2.4 Weld & Bolt Inspection

CM shall perform visual fillet weld inspection and bolt torque testing as required by the design documents.

5.3.2.5 Asphaltic Concrete Testing

CM shall conduct density tests on the in-place asphaltic concrete using a nuclear density gauge (ASTM Method D2950). As a minimum, one density test shall be conducted for every 5000 square feet of asphalt placed with a minimum of four tests per lift in each area placed. Core samples shall be obtained in the event that nuclear density tests do not meet the minimum Marshall density required by the project specifications.

5.4 Construction Inspection

5.4.1 CM QA
The CM shall have primary responsibility for construction QA observation. CM shall conduct daily onsite observations of the Contractor's work to determine if the work conforms to the Contract Documents and that the integrity of the design concept as reflected in the Contract has been implemented and preserved by the Contractor. The CM shall supervise a team of qualified field inspection personnel, who will prepare written reports, diaries, or other records of their observations.

5.4.2 CM Observation
CM's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CM does not guarantee the performance of the Contractor. CM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the Construction Contract. CM shall obtain written plans from the Contractor for quality control of its work and will monitor the Contractor's compliance with its Quality Control (QC) Plan.

5.5 Shop Inspection and Witness Testing
CM shall become familiar with applicable shop inspection and witness testing to determine in the interest of the City that there is coordination for all materials testing for which the CM has responsibility.

Task 6: Construction Schedule

6.1 Preparation of Critical Path Construction Schedule

6.1.1 Schedule Review
The CM has primary responsibility for reviewing the Contractor's initial Construction Schedule and monthly updates. At the request of the CM, the Designer may review the Contractor's Construction Schedule and verify that it is consistent with the requirements of the Contract.

6.1.2 Initial Schedule
The CM shall review the Contractor's initial Construction Schedule and shall determine in the interest of the City whether the schedule is prepared as required by the Contract Documents and that it establishes required completion and milestone dates.

6.2 Updated Schedules

6.2.1 Monthly Schedule Review
The CM shall, on a monthly basis, review the Contractor's construction progress, evaluate the percentage complete of each construction activity as indicated in the Contractor's updated Construction Schedule and review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM to the City and Designer. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The CM shall prepare and distribute schedule reports for each Contractor for which the CM has responsibility.

6.2.2 CM Recommendations
The CM shall advise and make recommendations to the City concerning the alternative courses of action that the City may take in its efforts to achieve Contractor compliance with the Contract required schedule dates.

6.2.3 Recovery Schedule
The CM may require the Contractor to prepare and submit a recovery schedule as specified in the Contract Documents.

6.2.4 As-Built Schedule
Upon final completion of the Contract work, the CM shall coordinate the preparation of an As-Built schedule by each Contractor.

6.3 Review Contractor Work Plan and Schedule

6.3.1 Effect of Change Orders on the Schedule
Prior to issuing a change order, the CM shall determine and advise the City as to the effect of the change on the Baseline ASR Program Schedule. The CM shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.

6.4 Submittal Schedule

6.4.1 Submittal Schedule
CM shall receive, review, and distribute the Contractor's submittal schedule and shall determine in the interest of the City whether the Contractor complies with the submittal schedule.

6.4.2 Manpower Schedule
CM shall receive and review Contractor's elementary manpower schedule and the Contractor's daily manpower and equipment report.

6.5 Monitor Schedule Progress During Construction

6.5.1 Schedule Monitor
CM shall continually monitor Contractor's progress during construction of the work, make appropriate recommendations to the City and take necessary actions consistent with the Contract documents to determine in the interest of the City whether Contractor complies with all schedule and milestone requirements.

6.6 Notification of Delay

6.6.1 Monitor Delay Claims
CM shall receive, log, and notify the City about all letters and notices from the Contractor concerning claims regarding delays in the Project's critical path. CM shall review all such letters and notices and discuss them with the Contractor, as necessary, to understand each claim or dispute.

6.6.2 CM Recommendations
CM shall advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes. CM shall assist the City in discussions with the Contractor to resolve claims and disputes.

Task 7: Insurance and Safety

7.1 Determine Construction Methods and Safety

CM shall manage the health, safety, and environmental activities of its own staff and the staff of the CM's subcontractors to comply with applicable health and safety laws and regulations.
The CM shall review the Contractor's compliance with the safety plan(s) and notify Contractor of safety violations observeds while in attendance to normal CM Construction field tasks.

7.1.1 Contractor's Safety Program

The CM shall require each Contractor that will perform work at the site to prepare and submit to the CM for general review a safety plan, as required by the Contract Documents. The CM shall not be responsible for any Contractor's implementation of or compliance with Contractor's safety plans, or for initiating, maintaining, or supervising the implementation of such plans or the procedures and precautions associated therewith, or for the coordination of any of the above with the other Contractors performing the work at the site. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety plans, procedures, or precautions.

7.2 Advise City of Claims

CM shall advise the City of all safety related claims.

7.3 Issue Notice of Nonconformance (Safety)

If, during CM staff inspections and or observations, they observe Contractor's employees not in compliance with Contractor's safety plan the CM shall issue a notice of nonconformance by the Contractor and shall determine in the interest of the City whether the Contractor timely remedies any nonconformance.

7.4 Check Insurance Compliance

The CM shall provide assistance to the City to determine in the interest of the City whether the Contractor complies with the Contract documents insurance requirements.

Task 8: Change Orders and Claims

8.1 Claims Prevention and Management

The CM shall perform all duties and responsibilities identified in the Contract Documents related to resolving claims and disputes between the Contractor and the City related to the acceptability of the work, interpreting the requirements of the Contract Documents, and any other matter concerning the Contractor's performing the work.

8.1.1 Assistance for Claims Preparation & Legal Actions

The CM shall provide assistance required by the City in resolving disputes including, but not limited to, preparing for and serving as a witness in connection with any legal proceeding. Any such work will be paid on a time and material basis. a

8.2 Notification of Differing Site Conditions

8.2.1 Subsurface and Physical Conditions

The Contractor is responsible to notify the CM of any differing site conditions. Upon notification by the Contractor that a surface or subsurface condition at or contiguous to the site has been encountered that differs from what the Contractor is entitled to rely upon or from that which is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall promptly notify the Designer and the CAM. The CM shall receive from the Designer and transmit to the Contractor all information necessary to specify any design changes required by any differing or changed condition and, if necessary, shall prepare an appropriate Request for Proposal, FO, or WCD.

The CM shall, as appropriate, investigate, appraise and evaluate surface or subsurface conditions at or contiguous to the site or other existing conditions, facilities, or equipment to the extent that the Contractor asserts that conditions differ from what is indicated in the Contract Documents. The CM shall assist the City in determining the accuracy of existing drawings or other information contained in the Contract Documents.

8.3 Response to Notification of Delays or Differing Site Conditions

CM shall take all actions provided in the Contract Documents to respond to notification by Contractor of delays or differing site conditions. The CM shall keep the CAM timely informed of all notifications of delays or differing site conditions.

8.4 Evaluate Claims for Extra Work

The CM shall receive, log, and notify the City of notices from the Contractor concerning claims for extra work or other disputes between the Contractor and City. CM shall review all notices and shall discuss them with the Contractor as necessary to determine in the interest of the City whether all parties have a complete understanding of all claims or disputes.
CM shall timely advise the City regarding Contractor notices of claims for extra work or related disputes.

8.5 Issue Field Orders

CM shall be responsible for issuing, logging and tracking all Field Orders.

8.6 City Directive Allowance (CDA)

8.6.1 Track Changes

CM shall be responsible to track all cost and time changes and determine if they fit under the amount in the CDA in the Contract.

8.7 Construction Change Notices

CM shall review and take appropriate action on all Contractor Change Notices.

8.7.1 Assign Changes to CDA

If an identified change fits under the CDA, the CM shall assign any approved cost and time to adjusting the Contractors bid amount to reflect the approved change amount.

8.7.2 Track the CDA

CM shall track the amount in the CDA and report to the City the status of funds used and remaining in the CDA.

8.8 Construction Change Orders

The CM shall implement a change order control system which is consistent with the Contract Documents. Changes to any Contracts between the City and its Contractors shall be only by Change Orders executed by an authorized City representative. CM is not authorized to execute Change Orders.

All proposed City-initiated changes shall initially be described in detail by the CM in a request for proposal issued to the Contractor. The request shall be accompanied by appropriate drawings and specifications prepared by the Designer. In response to the request for a proposal, the Contractor shall prepare and submit detailed information concerning the price and time adjustments, if any, which may be necessary to perform the proposed changed work. Upon receipt, the CM shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and determine the Contractor's basis for proposed price and schedule adjustments.

The CM shall review all Contractor-requested changes to the Contract price and/or time, determine the basis of the request, and assemble and evaluate information concerning the request. The CM shall provide copies of each change request to the Designer and CAM. The CM shall consider the Designer's comments regarding the proposed changes. The CM shall prepare a detailed estimate of cost and time of the proposed change as a basis for comparison with the Contractor's proposed price and time. CM shall assist the City in negotiating the price and time impacts of change orders with the Contractor.

The CM shall manage the CDA which is a line item on Contractors bid that is determined by the City. The CDA belongs to the City and shall be used to modify the bid amount as monitored and recommended by the CM to the Program Manager and City for addition to the Contractors payable amount. The CM shall monitor the Allowance. Any amount resulting from a change that exceeds the CDA shall be via Contract Change therefore by Change Order.
The CM shall make recommendations to the City regarding all proposed change orders and change order requests. At the City's direction, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide copies of all approved change orders and CDA to the Designer.

8.8.1 Minor Variations in Work

The CM may recommend to the CAM minor variations in the work which do not involve an adjustment in the Contract price or time for construction and which are consistent with the Contract Documents. Upon review and approval of the Designer, the CAM may approve such changes. The CM shall provide copies of such authorizations to the Designer.

8.9 Evaluate Change Orders

As requested, CM shall evaluate all change orders and CDAs to the Project's schedule and budget.

The CM shall review information submitted by the Contractor regarding the effect of proposed or issued Change Orders and/or CDAs upon the construction schedule, duration, and completion date.

The CM shall advise the City as to the potential impact of proposed or issued Change Orders and CDAs and shall prepare appropriate documentation to support each change order.

8.10 Evaluate Stored Materials

The CM shall evaluate the Contractor's methods, location, and protection of all stored equipment. The CM shall make recommendations for partial payment of stored equipment, and certify to the City that the equipment is properly stored, protected, and insured prior to recommending payment to the City.

Task 9: Surveying

9.1 Establish Survey Control Points
Designer shall show all control points on design drawings.

9.2 Field Surveying
Contractor shall be responsible for conducting all field surveys required to layout its work, and accurately locate new facilities. CM shall review these surveys for general conformance with Contract Documents.

9.3 Construction Surveying – Validation
CM shall perform periodic surveys to check Contractor's survey and estimate of quantities (where appropriate). This survey does not relieve the Contractor of the responsibility for construction staking and layout.

9.3.1 Independent Survey Checks
The CM shall employ Allied Laboratories for the check survey services, or other services related to verifying the quality of the Contractor's work.

9.4 Provide Certificates of Compliance
When required by the Contract documents, Contractor shall provide certificates of compliance of its field surveying by certifying the accuracy of the Contractor's control survey, and the actual location of temporary or permanent facilities. The CM shall be primarily responsible for review and acceptance of the Contractor's certificates of compliance.

Task 10: Temporary Facilities and Staging

10.1 Project Staging and Layout Temporary Facilities

CM shall review the Contractor's staging areas and facilities for compliance with the Contract Documents. Contractor shall be responsible to obtain any and all permits pertaining to these temporary facilities. CM shall monitor and see that all such permits are obtained and permit requirements adhered to.

10.2 Approve Staging, Storage, and Temporary Facility
The CM shall have primary responsibility for review and approval of the Contractor's plans for temporary facilities and staging.

10.3 Materials and Equipment Shipment, Handling, and Protection
The Contract Documents require that the Contractor identify its plans for materials and equipment handling, protection and storage. The CM shall have primary responsibility for reviewing and approving the Contractor's plans.

Task 11: Equipment Testing, Training, and Startup

11.1 Startup
CM shall provide assistance, as requested by the Designer, during start-up activities. This assistance will generally involve coordination with Contractor's functional and performance testing and documenting the satisfactory completion of testing.

11.2 Training Assistance by Equipment Manufacturer's
CM, in concert with the Contractor, shall coordinate the services of qualified representatives from equipment manufacturers who will train the City operations staff in the operation and maintenance of the various pieces of equipment.

11.3 Operation Manual
CM shall provide advice, as requested, concerning the acceptability of operations manuals submitted for City use under the construction contract.

11.4 Furnish Equipment Maintenance Manuals
CM shall receive and review for compliance all equipment maintenance manuals prior to issuing to Designer for review.

CM shall coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance.

CM shall coordinate with the Contractor for the submission of required maintenance summaries.

11.5 Functional Testing

11.5.1 Review Functional Testing Plan and Schedule
Designer shall have primary responsibility for approving the scheduling, training plan, and training materials for all functional testing.

11.5.2 Responsibility for Functional Testing
The Contractor has primary responsibility to schedule and perform functional testing required by the Contract documents for equipment and control systems. The Contractor shall submit its plans for functional testing to the CM. The CM shall validate the acceptance of the functional testing and provide recommendations for proceeding with the performance testing or other additional testing as required by the Contract Documents.

11.5.3 Observe and Witness Functional Tests
CM shall observe and, as required, witness functional test procedures and results. CM shall also notify Contractor of failed tests and the requirements for repeating functional test(s).

11.6 Startup Planning and Startup

11.6.1 Pre-Startup Readiness Assessment
When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup.

11.6.2 Startup Responsibility
The Designer has responsibility to startup their project equipment and integrated systems. That shall include adjusting and balancing individual pieces of equipment and systems to operate at design capacity and efficiency.

11.6.3 Startup Plan
Designer shall submit a startup plan to the CM for their project.

11.6.4 Review of Startup Plan
If requested by the CAM, CM shall review and provide comments on the startup plan prepared by the Designer.

11.6.5 CM Provides Startup Assistance
CM shall be present and advise the Designer during startup and shall assist the City in activities related to the initial operation of any equipment installed by the Contractor, including startup testing, adjusting, and balancing.

11.6.6 Obtaining Operating Permits
The CM shall, if requested, assist the City in obtaining any necessary permits which may be required for operating the various ASR facilities. All costs for such work shall be paid on a time and material basis

11.7 Provide Manufacturer Certificates and Manuals
The Contract Documents require the Contractor to provide manufacturer's certificates that certify proper installation and completion of functional and performance testing for all equipment. CM shall coordinate with the Contractor for submission of required certificates and the maintenance summaries. Performance testing shall not be allowed to commence without receipt of all required manufacturer's certificates.

Prior to the final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties, guarantees, and certificates and index and bind such documents in an organized manner. This information shall be given to the City.

11.8 Performance Testing

11.8.1 Responsibility for Performance Testing
The Contractor is responsible to conduct all performance tests and manage systems as necessary to meet design performance criteria as specified in the Contract Documents. Contractor shall schedule and coordinate all performance testing with the CM.

11.8.2 Contractor and CITY Cooperation
Contractor shall work with the City operations personnel to operate the Project facilities throughout the performance test period.

11.8.3 Observe and Witness Performance Tests
CM shall coordinate all performance activities, oversee and, as required, witness performance test procedures and results.

11.8.4 CM validates performance testing

The CM shall validate the acceptance of performance testing, and provide recommendations for proceeding with additional testing as required by the Contract Documents.

Task 12: Project Closeout

12.1 Record Drawing Verifications

The Contractor is required to maintain up-to-date, marked-up prints of construction drawings showing all field changes and as-built conditions. Upon project completion Contractor shall submit a complete set of record drawings to the CM. During construction the CM shall monitor the completeness of the record drawings on a monthly basis. If necessary, reductions in progress payments shall be made to determine in the interest of the City whether record drawings are maintained by the Contractor.

12.2 Record of Drawing Preparation

Upon completion of facilities Contractor shall submit all as-built information to the CM. The CM shall provide to the Designer the as-built data the CM has collected. Record drawings will be prepared by the Designer based upon the information compiled and furnished by the Contractor. The final record set of drawings and specifications shall be bound and delivered to the City by the Designer.

12.3 Release of Liens

The CM shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases, and other similar documents as required by the Contract Documents. The CM shall advise the City as to the acceptability and compatibility of these documents with the construction Contract.

12.4 Warranty Period Assistance

As requested by the City, CM may provide assistance concerning warranty issues associated with the Project. This service shall be paid on a time and material basis.

12.5 Jobsite Training

The Contract Documents require that various equipment manufacturers provide job-site training for City's personnel. The Contractor shall make requests to schedule said training to the CM, and the CM shall have primary responsibility to coordinate with City and approve requests for training. Jobsite training shall not be allowed to commence prior to completion of functional and performance testing, and receipt of manufacturer's certificate of compliance and proper installation.

12.6 Substantial Completion

The CM shall determine when the Contractor's work is substantially complete in accordance with the construction Contract Documents. In consultation with the Designer, the CM shall, prior to issuing a certificate of substantial completion, prepare a list of incomplete work or work which does not conform to the requirements of the Contract Documents. This list shall be attached to the certificate of substantial completion.

12.7 Final Completion

In consultation with the Designer, CM shall be responsible for determining final completion, based on CM's assessment of the Contractor's work, and its compliance with the requirements for final completion set forth in the Contract Documents.

CM shall prepare and submit the City documents for final completion and acceptance of the work. CM shall issue documents for final completion and acceptance of the work when directed by the City.

CM shall provide consultation to the City concerning final payment, release of retention, and release of insurance and bonds.

12.8 Occupancy and Startup Permits
CM shall assist the City in securing occupancy and start-up permits. If the Contract Documents require the Contractor to secure occupancy, startup, or other permits, CM shall monitor the Contractor's efforts and shall advise the City of the Contractor's progress. If the City is required to secure such permits, CM shall assist the City by coordinating final inspections, submitting documents to the governmental agencies and coordinating any required inspections.

Task 13: Supplemental Services

Upon request of the City, the CM shall provide additional services that are not described by Tasks 1 through 12. For any such work, the CM shall first furnish a written scope and cost estimate to the City. CM shall not perform any additional work unless the work is approved, in writing, by the City. A budget amount as shown in Exhibit C has been included for the Supplemental Services. The budget amount shall be monitored separately by the CM and shall not be used for any other purpose than specifically authorized. The City may authorize the CM to perform services outside of the scope of Tasks 1 through 12, including, but not limited to the following:

- Preparing estimates of construction costs for each submittal of design drawings and specifications from the Designer. This estimate will include a contingency acceptable to the City, CM, and the Designer for construction costs appropriate for the Project. The CM will facilitate decisions by the City and Designer when changes to the design are required.

- Recommending revisions to the Project that may result from proposed design changes.

- Advice concerning City-furnished equipment, materials, and supplies.

- Services concerning procuring and managing third party contractors other than testing, inspection and survey firms.

- Performing materials testing, specialty testing, and surveying services not included in Task 5 and 9.

- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.

- Services related to warranty claims, enforcement, and inspection.

- Control System Software (Including HMI and/or PLC software).

- Developing and populating maintenance management systems.

- Investigating and analyzing Contractor claims.

- Serving as a witness in connection with any public or private hearing or other forum related to the project.

- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.

Exhibit B – Designer Scope of Services

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services

for the

Process Control and

Supervisory Control and Data Acquisition Project

Exhibit B

Designer Scope of Services During Construction

Assumptions Pertaining to this Exhibit

This exhibit is based on the following assumptions:

1. The PC/S Designer Scope of Services During Construction is independent of the OHPL Designer Scope of Services During Construction and the compensation shown is for PC/S Designer Scope of Services During Construction only.

2. This Scope of Services and fee budget encompasses services during construction for the following as noted in the listed subtasks:
   2.1 Bid Package J1
   2.2 Microwave Tower Construction being accomplished in the Equus Bed Well Fields and at the Owner's Cowskin Creek Water Quality Reclamation Facility under a separate Owner contract.

3. As used in this Exhibit B, the term Designer refers to CH2M HILL, and the acronym CM refers to CH2M HILL's Resident Project Representative.

4. Designer's SDC are based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and Designer's compensation for the SDC, and will require an adjustment to Designer's compensation.

5. The City will include Engineers Joint Contract Document Committee (EJCDC) Standard General Conditions of the Construction Contract (EJCDC C–700) and City's Supplementary Conditions to EJCDC C–700 in all construction contracts for designs prepared by CH2M HILL, Inc.

6. CH2M HILL will receive Record Documents from the Contractor. Technical Specifications will not be updated as all variances from the Specifications should be included in the Record Document Submitted by the Contractor, per Article 6.12 of the General Conditions of the Construction Contract. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CH2M HILL, INC. is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

7. An allowance of the amount shown for Task 7 Final Documents Preparation in Exhibit D.1 Compensation is included for preparation of record drawings. If additional effort is required it will be funded by Construction Management Task 13 Supplemental Services.
8. The fee budget included in Exhibit C for Designer Services During Construction is based upon assumptions shown in the following table:

TABLE: EXHIBIT B ASSUMPTIONS

Task/Activity	Assumption
Task 1: Document Review	
1.1 Review and Acceptance of Submittals	Assume 41 action submittals, 37 informational submittals, 20 resubmittals
1.2 Samples and Test Specimens	Included in 1.1
1.3 Review and Answer Request for Information (RFI)	Assume 20 RFIs
1.4 Review Deductive Alternate Proposals	Assume 2 deductive proposals
Task 2: Designer Field Services	
2.1 Meeting Attendance	
Weekly Progress Meetings	Designers representative will attend weekly meetings by phone (not in person) during active on site construction.
On Site Coordination Meetings	A Designer representative will travel to the Wichita construction site to attend meetings periodically, approximately once/month for seventeen months
Special Meetings	Assume three meetings requiring travel to Wichita by a Designer representative.
Task 3: Non-Conformance by the Contractor	
3.2 Corrective Action Plans (Review and approve)	Assume two corrective action plans
Task 4: Testing and Inspections	
4.2 Test Report Review	Assume Factory Demonstration Test, Operational Readiness Test, Performance Acceptance Test at Phase I Surface Water Treatment Plant, Phase II Surface Water Treatment Plant, Well Field Shop, Cowskin Creek Water Quality Reclamation Facility and City Hall/Main Water Treatment Plant. Test Report Review is budgeted on basis of the Program Application Software Development project providing test report review and the Designer only reviewing physical (e.g. non software such as electrical) test reports.

Task/Activity	Assumption
Task 5: Construction Change Orders & City Directive Allowance	
5.1 Design Change Drawings (prepare)	Assume 2 claims
5.2 Work Change Directives (review and approve)	Assume 20 Work Change Directives
5.3 Field Orders (review and approve)	Assume 10 Field Orders
Task 6: Equipment Testing, Training, and Startup	
6.1 Evaluate Capability to Startup (investigate and recommend)	Assume 1 trip of 3 days to Wichita by a Designer Representative
6.2 Startup	
Perform startup of the project systems, including adjusting and balancing	Application Software Team accomplishes this work.
Assist the City in activities related to the initial operation	Application Software Team accomplishes this work.
Conduct a daily startup meeting to coordinate all startup activities.	Application Software Team accomplishes this work.
6.3 Training Assistance by Designers (conduct training sessions)	Training included for Ethernet Radios. Other training is included in Application Software Scope of Work
6.6 Review Functional Testing Plan and Schedule (review and approve)	Assume 5 testing/training plans
Task 7: Development of Final Project Documents	
7.0 Final Revision of Project Drawings and Specifications (to include all Contractor provided record data information)	Assume 18 drawings will need to be revised.

Task 1: Document Review

1.1 Review and Acceptance of Submittals

Designer shall receive Contractor Submittals and shop drawings electronically as provided by the CM. Designer shall review the submittals for accuracy and acceptability to the design drawings and specifications. Upon review Designer shall mark the submittals:

- **Approved:** Contractor may incorporate product(s) or implement work covered by submittal.
- **Approved as Noted:** Contractor may incorporate product(s) or implement work covered by the submittal in accordance with Designer's notations.
- **Rejected-Resubmit:** Contractor may not incorporate the product(s) or implement work covered under the submittal and must resubmit the entire submittal.
- **Not Subject to Review:** Submittals not required by Contract Documents.

Submittals shall then be returned to the CM for logging and return to the Contractor. Contractor shall be allowed no more than two separate reviews per submittal. Additional reviews required for any submittal beyond two shall be at the Contractor's expense.

1.2 Samples and Test Specimens

The Designer shall have the sole authority and responsibility to approve or reject the proposed samples and test specimens. Samples will be received under a hard copy of the submittal cover sheet for identification purposes following an electronic submittal. Designer shall treat samples as other submittals and Shop Drawings are treated.

1.3 Review and Answer Request for Information (RFI)

Designer shall receive RFIs electronically from the CM. Designer shall assign them to qualified design staff that is knowledgeable of the ASR design. Designer shall evaluate Contractor's questions to determine if the answer will cause a change that has cost or time impact to the Contractor's contract. If, in the Designers' opinion, there is an increased cost or require added construction time Designer shall so indicate on the provided electronic form. All answers should include written and diagrammatic information as needed that is clear and concise. Answers shall be directed back to the CM for logging and return to the Contractor.

Allowance has been made for revisions to the RFIs if needed. All original and revision RFIs will be tracked electronically.

1.4 Review Deductive Alternate Proposals

At the CM's request, the Designer shall review cost reduction proposals and provide an opinion regarding the value of the proposed change. The Designer shall have the responsibility to determine if a deductive alternative will meet the Project requirements and make a recommendation to the City, through the CAM, to accept or reject a proposed change.

Task 2: Designer Field Services

2.1 Meeting Attendance

Designer shall assign a design staff member to attend all weekly progress meetings. Designer will be prepared to report on status of submittal review(s) and RFI answer process. Designer may be requested to observe specific site issues for comment and review. Those site visits will be coordinated by the CM.

Designer may also be requested to attend special meetings regarding problem issues, functional testing, scheduling, change orders, and others.

2.2 Site Visits

Designer may visit and observe site conditions, work status, quality of work being performed, means, and methods at any time as work progresses. The CM requests that Designer check in with CMs office upon his entry on site. Designer is to inform the CM of any problem areas, issues, concerns, and or direction he/she has given to Contractor, prior to leaving the site. Designer will follow up with a written report to the CM covering these and other observations that were made during his/her visit.

Designer may provide field engineering services, during site visits, at the request of the CM.

Task 3: Non-Conformance by the Contractor

3.1 Non-Conformance Reports
If Designer discovers or believes that any work by the Contractor does not meet the requirements of the Contract Documents, or is otherwise defective and does not conform to applicable rules and regulations, Designer shall notify the CM. CM shall provide Designer with a copy of all Non-Conformance Notices issued to the Contractor.

3.2 Corrective Action Plans
The Designer shall have sole authority and responsibility to approve or reject the proposed corrective action plan. Designer shall be provided access to the site to review conditions of the work and a reasonable timeframe to complete review of the Contractor's corrective action plan. CM shall provide to the Designer all corrective action plans submitted by the Contractor for approval. Designer shall review and have sole approval authority prior to corrective action being taken.

Task 4: Testing and Inspections

4.1 Field Testing and Inspection
Designer shall provide recommendations to the CM for required special inspections for each bid package.

4.2 Test Report Review
Designer shall receive copies of all test reports to review for compliance with the Contract Documents and provide comment as needed. A report shall be provided to the CM regarding any deficiency found during review.

Task 5: Construction Change Orders & City Directive Allowance

5.1 Design Change Drawings
The Designer, at the CM's request, shall prepare and provide drawings, specifications and other information for proposed changes, and issue these to the CM.

5.2 Work Change Directives
Designer shall review and approve of all Work Change Directives.

5.3 Field Orders
Designer shall review and approve all Field Orders.

Task 6: Equipment Testing, Training, and Startup

6.1 Evaluate Capability to Startup
When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup. The Designer shall review all records from functional and performance testing, and meet with the CM and the City to review the start-up plan. Following acceptance of the startup plan, completion of all functional and performance testing, and receipt of all manufacturer's certificates, Designer shall issue a recommendation to the CM that the facility is ready for startup.

6.2 Startup

The Designer shall be responsible to perform startup of the project systems, including adjusting and balancing to achieve the design operating performance and efficiency. In addition, Designer shall:

- Assist the City in activities related to the initial operation of any equipment installed by the Contractor.
- Review the completion status of facilities and advise the CM regarding the readiness of facilities for startup.
- Direct Contractor trade personnel provided to assist with startup activities.
- Conduct a daily startup meeting to coordinate all startup activities.

Designer will also provide assistance and advice to the Contractor during the performance test period as required.

6.3 Training Assistance by Designers

The Designer shall conduct training sessions to familiarize the City's staff with proper operation of the newly constructed facilities.

6.4 Furnish Equipment Maintenance Manuals

The Contract Documents require the Contractor to provide hard-copy and electronic versions of operations and maintenance manuals for all equipment systems.

The manuals shall be reviewed by Designer for general compliance with the requirements of the Contract Documents

6.5 Furnish Maintenance Summaries

The Contract Documents require the Contractor to provide hard-copy and electronic versions of maintenance summaries for all equipment systems.

The maintenance summaries shall be reviewed by Designer for general compliance with the requirements of the Contract Documents

6.6 Review Functional Testing Plan and Schedule

Designer shall have primary responsibility for reviewing and approving the scheduling, training plan, and training materials for all functional testing.

Task 7: Development of Final Project Documents

7.0 Final Revision of Project Drawings and Specifications

Designer shall make a final revision to all design drawings and specifications to include all Contractor provided record data information. This information shall then be given to the CM for delivery to the Owner.

Exhibit C – Scope of Services

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

Design Services Agreement

CITY of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Program Application Software Development Services for

Process Control and Supervisory

Control and Data Acquisition System

Exhibit C

SCOPE OF SERVICES FOR PROCESS CONTROL AND SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM PROGRAM APPLICATION SOFTWARE DEVELOPMENT SERVICES

INTRODUCTION

The Agreement for Professional Design Services, Design Services Agreement, CITY of Wichita ASR Program – Phase II Projects, and dated July 1, 2008 for Preliminary Design of Process Control and Supervisory Control and Data Acquisition System is amended to include the professional services required for CH2M HILL, INC. (CH2M HILL) to provide Process Control and Supervisory Control and Data Acquisition System (PC/S) Program Application Software Development and Implementation Services.

SOFTWARE DEFINITIONS

1. Standard Software: Software that is independent of the project on which it is used. Standard software includes system software and supervisory control software.

    a. System Software: Computer operating systems, such as Microsoft Server 2008 and Windows XP; business and office management software, such as Microsoft Office and Outlook and other computer security and management software and utilities provided by other software suppliers.

    b. Supervisory Control Human machine interface software, such as Invensys Wonderware ArchestrA and programmable logic controller software such as GE Fanuc Proficy Machine Edition.

2. Application Software: Software developed for this specific project. Application software includes human machine interface and programmable logic controller software development.

    a. Human Machine Interface (HMI) Software: Configure the HMI computers to display process data from the programmable logic controllers, generate alarms, archive and collect and display historical process data and allow an operator to monitor and control the process.

    b. Programmable Logic Controller Software: Program the programmable logic controllers to respond to commands from the operator via the human machine interface computers and to monitor and control the process.

ACRONYMS GLOSSARY

The following acronyms are used in this scope of services:

AOS/IOS	Application Object Server and I/O Server
ASR	Aquifer Storage and Recovery
ASRCC	Aquifer Storage and Recovery Control Center
CCWQRF	Cowskin Creek Water Quality Reclamation Facility
CITY	CITY of Wichita
CMMS	Computerized Maintenance Management System
eFIMS	Electronic Facility Information Management System
GR	Galaxy Repository
HIST	Historian
HMI	Human Machine Interface (also known as OWS)
I/O	Input/Output
IDE	Integrated Development Environment (Engineering work station)
LAN	Local Area Network
MAN	Metropolitan Area Network
MCWQRF	Mid Continent Water Quality Reclamation Facility
MWTP	Main Water Treatment Plant
O&M	Operations and Maintenance
OHPL	Overhead Power Line
OIT	Operator Interface Terminal
OPC	Object Linking and Embedding (OLE) for Process Control
ORT	Operational Readiness Test
OWS	Operator Workstation (also known as HMI)
P&ID	Process and Instrument Diagram
PASD	Program Application Software Developer (CH2M HILL)
PAT	Performance Acceptance Test
PC/S	Process Control/SCADA
PDR	Preliminary Design Report

PID	Proportional, Integral, Derivative
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
SCS	Supervisory Control System (e.g. Wonderware ArchestrA® System Platform)
SIDG	System Integration Design Guide
SOO	Sequence of Operations
SRTP	Service Request Transfer Protocol
SWTP1	Phase I Surface Water Treatment Plant
SWTP2	Phase II Surface Water Treatment Plant
TM	Technical Memoranda
URL	Uniform Resource Locator
WAN	Wide Area Network
WFMF	Well Field Maintenance Facility (new facility at the SWTP2 site)
WFMS	Existing Well Field Maintenance Shops
WWU	Wichita Water Utilities

GENERAL ASSUMPTIONS

The overall objective of this project is to develop and implement the application software for the PC/S System for the Aquifer Storage and Recovery (ASR) Phase II Program and the telemetry system for all ASR Phase II facilities, including existing remote sites and new remote sites.

The PC/S System application software development and implementation will be conducted as a series of tasks as described below. Each task includes a specific list of activities and deliverables. The following key assumptions were made in the compilation of this scope of work and the associated fee estimate.

1. Total project schedule for completing the PC/S final design is approximately thirty-nine months, including a twelve month post acceptance support, following authorization to proceed to be issued by the CITY. It is recognized that some of the other Program Projects' design or construction phases may finish earlier or later. Should these other projects delay the completion of the PC/S Application Software development or implementation, the CITY will, if required, consider amending the PC/S Project contract and increase the fee and schedule to cover the additional costs incurred by CH2M HILL.

2. Certain aspects of the PC/S System application software are to be provided by other Program Projects. These are assumed to be the following:

   2.1. Phase II Surface Water Treatment Plant (SWTP2) Membrane Package control system programmable logic controller (PLC) and ancilliary components such as Operator Interface Terminals (OIT).

   2.2. SWTP2 Ozone System control system PLCs

   2.3. Overhead Power Lines (OHPL) Substation monitoring and control system.

3. Where references are made to communicating with, receiving documents from, or providing deliverables or other documents to other ASR Phase II Project Teams, it is understood these communications will be through the ASR Program Manager.

4. The CH2M HILL Project Team (CH2M HILL) will provide input to all ASR Phase II Projects such that the PC/S System application software for the ASR Phase II Program is consistent, compatible, and operational as a single system throughout the ASR Program Phase II Projects. To achieve this objective:

   4.1. CH2M HILL will review documents shall be provided by other ASR Program Projects as noted in the following scope of work and as shown in the PC/S Preliminary Design Report Process Control/ SCADA Hardware/Software Definition Technical Memorandum.

   4.2. CH2M HILL shall be allotted working days as shown in Appendix 1 for review of Program Project documents provided for software development coordination or to be reviewed for conformance with overall PC/S System design criteria.

   4.3. CH2M HILL will review existing WWU ArchestrA and GE PLC software objects and programming standards, create and distribute a library of these standards to the other ASR Projects and manage and maintain the library as the ASR Projects progress through development, startup, commissioning and completion.

   4.4. CH2M HILL will coordinate with the City of Wichita Information Technology (IT) department for the development of the ASR WAN, including IP addressing and provide IP addresses to the other ASR Projects.

   4.5. CH2M HILL will coordinate with WWU on the archiving of historical process data in the City's existing Supervisory Control System historian.

5. The application software concepts to be developed are based on equipment and process requirements as documented in each ASR Project's final

design and provided in each Project's Contractor submittals per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).

6. The Sequences of Operation (SOO) development for each ASR Project will establish the final understanding of the design concepts to be incorporated by CH2M HILL in the application software development. Subsequent to the SOO development and documentation, any application software modifications must be coordinated through CH2M HILL and the Program Manager on a "Software Development Request Form" as defined in the System Integration Design Guide (SIDG). No modifications shall be made to the application software without Program Manager approval via the use of the request form.

7. CITY (CITY) staff, Program Management staff and Project Designers will be available for workshops as needed to address topics relevant to their areas of expertise or responsibility.

8. Access will be provided to CITY-owned sites for the days when these visits are scheduled for investigations or for implementing, testing or maintaining software.

9. Timely review of documents submitted for review will be provided. For scheduling, the CITY review period is assumed to be fifteen (15) working days or as shown in Appendix 1.

10. Design documents, studies, and other such documentation that may be available and useful for sites or systems being programmed will be provided to CH2M HILL, and will be in electronic format when available in such format; i.e., native or archive file format.

11. The CH2M HILL project team will continue to work during progress submittals and reviews.

12. This scope of services and fee budgets for PLC and SCS application software development are based on the following hardware and software:

    12.1. The standard PLC platform and programming software for all applications in the ASR Program is:

        12.1.1. GE Fanuc PACSystems® RX3i family for hardware.

        12.1.2. GE Fanuc Proficy® Machine Edition for programming software.

    12.2. The standard SCS software for all applications in the ASR Program is Invensys Wonderware ArchestrA®.

        12.2.1. System Platform Version 3.1 software.

        12.2.2. InTouch 10.1 software.

13. The scope of services and fee budgets are based upon point and screen counts as shown in Table 1. Table 1 is based upon PLC point counts and OWS screen counts documented in the PC/SCADA Preliminary Design Report (PDR), with the exception of the Well Field Maintenance Facility . Should changes in project design or construction change these counts, the CITY will consider amending the PC/S Project contract and increase the fee and schedule to cover the additional costs incurred by CH2M HILL.

14. The scope of services and fee budget is based on GE Service Request Transfer Protocol (SRTP) Ethernet communications configuration for interface with other ASR Project facility networks and does not include configuration of networks othere than SRTP (such as DeviceNet, Profibus, Foundation Field Bus and so forth) implemented within the construction packages for those projects.

15. CH2M HILL will develop and maintain SOO, SCS point lists and PLC I/O and Point Lists. The SOO, SCS point lists and PLC I/O and Point Lists will be shared with ASR Project Designers and Construction Managers at regular intervals during the construction process to identify the instrumentation and control components that interface with the application software.

    15.1 Project Designers and/or Construction Managers will identify and promptly notify CH2M HILL of any changes in SOO, SCS point lists or PLC I/O and Point Lists.

16. Staging site testing will be accomplished at the CH2M HILL's Denver, Colorado facilities unless other wise noted.

    The fee budget does not include any costs for City staff or other ASR Project Designer or Contractor staff travel to Denver unless specifically noted.

Table 1: Point and Screen Count Assumptions
Reference: PC/SCADA Preliminary Design Report Unless Otherwise Noted

APPLICATION SOFTWARE TASK REFERENCE	DI	DO	AI	AO	TOTAL I/O PER SITE	NO. SITES	TOTAL I/O	OTHER I/O	Data Points	HMI Screens	NOTES:
TASK 6: SYSTEM WIDE MONITORING AND CONTROL PROGRAMMING	0	0	4	0	4	n/a	44	0	5326	108	
TASK 7: SWTP 1 PROGRAMMING MODIFICATIONS	0	0	0	0	0	n/a	0		0	54	
TASK 8: SWTP2 & RIVER INTAKE PROGRAMMING	250	125	100	50	525	n/a	525		0	28	
TASK 9: PHASE II RECHARGE/RECOVERY WELLS SOFTWARE	24	10	15	2	51	34	1734	0	0	0	3 ,4
TASK 10: PIPELINES AND SURGE TANKS PROGRAMMING											
Production and Recharge Surge Tanks	18	2	5	3	28	2	56				4
Pipeline Valve Vaults	16	2	3	3	24	6	144				
TASK 11: OVERHEAD POWER LINES PROGRAMMING	73	0	23	0	96	1	96	0	0	0	
TASK 12: WELL FIELD MAINTENANCE FACILITY PROGRAMMING – (not included in Preliminary Design Report)	24	4	4	0	32	0	32	0	64	2	5
TOTALS							**2247**	**0**	**5380**	**192**	

NOTES:

1. ***PLC Point Counts***

AI = Analog input; single signal hardwired

AO = Analog Output; single signal hardwired

DI = Discrete Input; single signal hardwired

DO = Discrete Output; ; single signal hardwired

Data= Points transmitted by data links (e.g. not generated by signals individually hardwired to PLC analog and discrete I/O cards) and computed points.

2. HMI Screen Single graphic screen display including pop up displays and menu bars.

3. I/O count does not include pipeline and overhead powere line I/O connected to well PLCs. Pipeline and overhead power line I/O is accounted for under those respective tasks.

4. HMI Screens included in Task 6 System Wide Programming Total

5. Well Field Maintenance Facility not included in PC/S Project Preliminary Design Report.

17. Each ASR Project Construction contractor will be responsible for installing and testing instrumentation and control system hardware and interconnecting cabling within the scope boundaries of their contract. Such tests are intended to detect communications problems and discrepancies in field wiring or changes that have been made but possibly not documented or processed properly.

    17.1 Each ASR Project construction contractor will schedule and conduct startup meetings throughout the course of construction for the purposes of planning and documenting agreed upon procedures for system and facility testing and startup.

    17.2 CH2M HILL as Program Application Software Designer shall witness and review construction contractor's tests prior to installation of application software.

    17.3 Each ASR Project Construction contractor will have primary responsibility for the startup activities.

    17.4 Each ASR Project's Design engineer staff will be made available for assistance in operational concerns and to evaluate the operation for design intended operation of the facility.

    17.5 CH2M HILL shall participate in startup activities to the extent of monitoring the function of the application software and assisting each ASR Project construction contractor in use of the system.

18. Post acceptance support is for a maximum period of 365 calendar days starting on the date of completion of the Operational Readiness Test for a system or ASR Project.

    18.1 Post acceptance services will be provided as defined in the scope of services for each task.

    18.2 Post acceptance services will be provided during normal working hours. CH2M Hill will respond to requests for post acceptance services within one business day and initiate action within two days. Normal working hours are 8 AM to 5 PM Monday through Friday, except for CH2M HILL authorized holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day).

    18.3 Post acceptance services will be provided up to the amount included in the fee budget for post acceptance services.

19. The following ASR Design Projects have been assumed in the development of this scope of services and fee budgets:

    19.1 PC/SCADA
    19.2 SWTP2 and River Intake
    19.3 Recharge/Recovery Wells
    19.4 Pipelines

19.5 Overhead Power Lines
19.6 Well Field Maintenance Facility

20. The following ASR Construction Contracts have been assumed in the development of this scope of services and fee budgets:

CONSTRUCTION PACKAGE	CORRESPONING DESIGN PROJECT
20.1. Bid Package A1 – Surface Water Treatment Plant & River Intake	Surface Water Treatment Plant & River Intake
20.2. Bid Package B1 – Diagonal Transmission Main & Raw Water Transmission Main	Pipelines and Surge Tanks
20.3. Bid Package C1 – 72nd Street Transmission Main	Pipelines and Surge Tanks
20.4. Bid Package D1 – Golden Prairie Transmission Main	Pipelines and Surge Tanks
20.5. Bid Package E1 – Surge Tanks	Pipelines and Surge Tanks
20.6. Bid Package F1 – Well Completion & Equipping	Recharge/Recovery Wells
20.7. Bid Package G1 – Well Support Facilities	Recharge/Recovery Wells
20.8. Bid Package H1 – Overhead Power Distribution System Phase II	Overhead Power Lines
20.9. Bid Package H2 – Overhead Power Distribution System Phase III	Overhead Power Lines
20.10. Bid Package I1 – Substation Transformer Equipment Procurement	Overhead Power Lines
20.11. Bid Package I2 – High Voltage Equipment Procurement	Overhead Power Lines
20.12. Bid Package I3 – Medium Voltage Equipment Procurement	Overhead Power Lines
20.13. Bid Package I4 – Substation	Overhead Power Lines

	Construction	
20.14.	Bid Package J1 – Process Control/SCADA System	Process Control/SCADA
20.15.	Bid Package K1 – Well Field Maintenance Facilities	Well Field Maintenance Facilities

TASKS SCOPES OF SERVICES

Activities to be performed by CH2M HILL are detailed in each of the following tasks:

TASK 1: Systems Integration Design Guide (SIDG) Development, Development System and Documents
TASK 2: ASR PLC Template and ArchestrA® Object Development
TASK 3: Network Communications Configuration and Integration
TASK 4: System Wide Monitoring and Control Application Software
TASK 5: Phase I Surface Water Treatment Plant Application Software Modifications
TASK 6: Phase II Surface Water Treatment Plant and River Intake Application Software
TASK 7: Phase II Recharge/Recovery Wells Application Software
TASK 8: Phase II Pipelines and Surge Tanks Application Software
TASK 9: Overhead Power Lines Application Software
TASK 10: Well Field Maintenance Facility Application Software
TASK 11: Main Water Treatment Plant Application Software Modifications
TASK 12: Support Activities
TASK 13: Quality Assurance/Quality Control Activities
TASK 14: Application Software Development Project Management
Optional TASK 15: Electronic Facility Information Management System (eFIMS) Development
Optional TASK 16: Application Integration Evaluations

TASK 1: SYSTEMS INTEGRATION DESIGN GUIDE (SIDG) DEVELOPMENT, DEVELOPMENT SYSTEM AND DOCUMENTS

Objective: Develop standards and practices and implement development system for configuration, programming and testing of Program Application Software.

Input:

1. Software Delivery and Coordination Guidelines Memorandum
2. Existing CITY standards and practices applicable to control system application software
3. Application Integration Requirements Definition memorandum (Deliverable from Final Design Task 3E)

Subtask A. Develop Bill of Materials and Procure Development Hardware and Software

Objective: Procure and set up programming hardware and software to be used by the CH2M HILL team.

Input: ASR Phase II Supervisory Hardware and Software License Acquisition and Management Strategy Memorandum (Deliverable from Task 3E in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. ***Develop Bill of Materials and Procure Development Hardware and Software:*** Hardware and software licenses needed for SIDG development and evaluations for the PCS Supervisory Design will be procured using an allowance included in the project budget. The hardware and software will be for use by CH2M HILL at CH2M HILL's Denver offices during the program applications software development phase. Hardware and software licenses included under the project budget will be incorporated with the overall ASR system hardware/software procurement. Hardware and software licenses procured under the project budget will be provided to the City upon project completion.

   1.1 Create a hardware/software bill of materials.

   1.2 Develop purchase order.

   The following software licenses and hardware will be procured:

Quantity	Description
	Computers
1	Dell 19" Rack Mount Server for GR/IDE/AOS/IOS
1	Dell 19" Rack Mount Server for HIST/AOS/IOS
1	Dell Tower Client for OWS with Dual Monitors
2	Dell Laptops for GE Proficy ME
	PLC and Ethernet Networking Hardware
2	GE RX3i PLC with PS/CPU/ETM/AIO/DIO
2	MDS iNET II Ethernet Radios
2	N-Tron Ethernet Switches
	Software
4	Microsoft Server 2008 Licenses
1	Microsoft Terminal Services License (5-User)
3	Microsoft Windows XP Licenses (Included above)
2	VMWare ESXI Virtual Server Operating System
2	GE Proficy Machine Edition
	Miscellaneous cables, power supplies and ancillary components required to establish a functional development system.

In addition to the above CH2M HILL will use a System Integrator Development License for Invensys Wonderware ArchestrA® System Platform, which is licensed to CH2M HILL. The CITY will be responsible for Wonderware ArchestrA® System Platform upgrades necessary to accommodate the increased point count added by the ASR system.

2. Set up the Development Hardware and Software: CH2M HILL will perform the following set up activities:

2.1 Computer Hardware/Operating System Configuration

2.2 Network and Ethernet Radio Configuration

2.3 Load and Configure Wonderware System Platform

- 2.3.1 Galaxy Repository
- 2.3.2 Historian
- 2.3.3 Integrated Development Environment (IDE)
- 2.3.4 Operator Work Station (OWS)
- 2.3.5 Application Object Server (AOS)
- 2.3.6 Input/Output Server Software (IOS)

2.4 Obtain and Load Existing WWU Galaxy Applications

- 2.4.1 SWTP1
- 2.4.2 MWTP
- 2.4.3 MidContinent and Other Waste Water Applications (if needed)

2.5 PLC Hardware/Software Configuration (GE Proficy Machine Edition)

2.6 Obtain and Load Existing WWU GE Fanuc RX3i PLC Applications

- 2.6.1 SWTP1
- 2.6.2 MWTP
- 2.6.3 MidContinent and Other Waste Water Applications (if needed)

Subtask B. Develop System Integration Design Guide (SIDG)

Objective: Develop and Document SIDG Programming Standards and Practices and Build Model SIDG System

Input: Software Delivery and Coordination Guidelines Memorandum

Activities: CH2M HILL will perform the following activities to develop and maintain the following:

1. ***Develop Draft SIDG:*** The following will be developed:

   1.1 Format for Developing Sequence of Operation Documentation.

   1.2 Format for HMI-PLC, PLC-PLC and Field I/O Interface Lists.

   1.3 Format for Users Manuals and Software Documentation.

   1.4 Identify GE RX3i PLC's Programming Standards for the following:

      1.4.1 Tag and File Name Conventions

      1.4.2 Programming Structure and Languages including Ladder Logic, Function Block, Sequential Function Chart, and Structured Text Routines

      1.4.3 GE PLC to GE PLC Communications Standards (exclusive of IP addressing)

   1.5 Identify ArchestrA Development Standards for the following:

      1.5.1 Object Naming Conventions

      1.5.2 System Security Standards

      1.5.3 Data exchange Methodology for Development System

      1.5.4 Standards for Alarm Areas and Event Handling

      1.5.5 Server and Work Station node naming convention

   1.6 InTouch Graphics Standards definition and InTouch graphics standard samples for:

      1.6.1 Banner Displays

      1.6.2 Screen Navigation and Hierarchy

      1.6.3 Menu Structure

      1.6.4 Buttons

      1.6.5 Pop-Up Displays

      1.6.6 Alarms and Events

      1.6.7 Trends

      1.6.8 Analog and Digital Data Display

      1.6.9 Loop Control

      1.6.10 Process Switches, Instrumentation, Pumps and Valves

1.6.11 Color Graphics Standards and Symbol Standards

1.6.12 Communications Monitoring

1.7. Develop IP Address List with IP address, subnet mask and gateway address for all ASR Phase II Project ethernet devices.

1.8. Assemble Software Components for Model SIDG System.

1.9. Develop ArchestrA System Recovery and Upgrade Standards.

1.10. Incorporate PLC Templates and ArchestrA Objects developed in Task 2 into an SIDG Template and Object Library.

2. ***Conduct Development and Review Meetings and Workshops:*** The following development and review meetings and workshops will be conducted during SIDG Development:

2.1 SIDG Development Planning Meeting – One eight (8) hour meeting in Wichita.

2.4 SIDG Draft Review – One four hour teleconference.

2.4.1 A draft SIDG will be provided for review.

2.4.2 A workshop will be conducted to receive and resolve City review comments on the SIDG.

2.4.3 The SIDG will be updated to incorporate review comments and issued as Revision 0.

3. ***Maintain SIDG:*** The SIDG will be maintained throughout application software development. Upon completion of application software development updated and revised to incorporate changes needed during application software development and issued as a final draft.

3.1 Update SIDG and Issue Final Draft.

Subtask C. Develop ASR PC/S Software Testing Guidelines and Test Documentation Forms

Objective: Develop Software Testing Guidelines and Test Documentation Forms for Testing of ASR Application Software. Coordinate the application software test guidelines and documentation forms with overall ASR Projects control system hardware testing requirements.

Input:

1. PC/S Testing Coordination Guideline Procedures Memorandum Plan (Deliverable from Task 4, Subtask H in PC/S Final Design).

Activities: CH2M HILL will perform the following activities:

1. Develop Software Test Plan Guidelines.

2. Develop Software Test Documentation Forms.

3. Provide draft Software Test Plan Guidelines and Test Documentation forms to CITY for review.

4. Conduct a teleconference with CITY to receive review comments.

5. Update and issue final Software Test Plan Guidelines and Test Documentation forms

Subtask D. Maintain Staging Site Development System Hardware and Software

Objective: Provide routine maintenance of Staging Site hardware and software and implement operating system and Wonderware system software version upgrades and patches.

Input:

1. Computer Hardware and Wonderware and Operating System Software Instructions.

2. Wonderware and Operating System Software Upgrades and Patches.

3. CITY Direction on Software Upgrades and Patches to be implemented to Maintain Staging Site System Current with CITY Systems.

Activities: CH2M HILL will perform the following activities:

1. Software Version Upgrades and Patches for the Staging Site systems.

   1.1 Two version upgrades of ArchestrA

   1.2 Two version upgrades of GE PLC Proficy

   1.3 Two version upgrades of Microsoft Operating System

2. Hardware Maintenance

   2.1 Assume one hardware failure requiring warranty replacement.

   2.2 Vendor and City IT (where applicable) will be notified and CH2M HILL will facilitate warranty repair or replacement.

Subtask E. Packing and Shipping to CITY or Contractor

Objective: Provide Staging Site Hardware and Software to CITY and/or PC/S Contractor at completion of Staging Site Program Application Software Development, Testing and Support.

Input: PC/S Construction Delivery Plan (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Prepare Staging Site Hardware and Software for Shipping by Control System Contractor.

2. Control System Contractor Ship Staging Site Hardware and Software.

Other Assumptions:

1. The SIDG will incorporate flexibility to accommodate future integration of PLC and HMI program templates during Program Application Software Development.
2. PLC Templates developed and provided by SWTP2 Membrane and HiPOX Package System Suppliers will be incorporated into the library of templates and objects.
3. Final Draft will be issued at completion of the PAT
4. Travel Assumptions:
   4.1. Two CH2M HILL staff will travel to Wichita for the SIDG Development Meeting.

Deliverables:

1. Meeting Minutes
2. Development System Hardware and Software Bill of Materials
3. SIDG Draft
4. SIDG Final Draft

TASK 2: ASR PLC TEMPLATE AND ARCHESTRA OBJECT DEVELOPMENT

Objective: Develop ASR PLC templates and ArchestrA objects to be configured for software development for each specific application.

Input:

1. SIDG Draft PLC Programming Standards
2. SIDG Draft ArchestrA Development Standards.
3. Functional development system

Activities: CH2M HILL will perform the following activities:

Subtask A: Develop ASR PLC Templates

Objective: Develop library of ASR PLC templates.

Input: SIDG Draft PLC Programming Standards

Activities: CH2M HILL will perform the following activities:

1. Develop Library of PLC Code Templates for Digital and Analog Monitoring and Control of Process Switches, Instrumentation, Pumps and Valves with Prototype Code.

Fifty templates are estimated based upon multiple templates required for items below.

1.1 General program structure and format

1.2 Pump Control, constant speed and variable speed

1.3 Valve Control, solenoid, open-close and modulating

1.4 Process Sequencing, such as filter modes and backwash

1.5 Alarm management and interaction between the HMI and PLC

1.6 Digital monitoring and control between the HMI and PLC

1.7 Analog monitoring and control between the HMI and PLC

1.8 Manual and Automatic modes and interaction between the HMI and PLC

1.9 Communications between the HMI and PLC with diagnostics and alarming

1.10 Communications between PLC's with diagnostics and alarming

1.11 PLC diagnostics and alarming

1.12 Analog data scaling, limiting and alarming

1.13 Digital data and alarm conditioning

1.14 Equipment Run Time

1.15 Flow Totalization

1.16 Equipment Failure Detection

2. Conduct One eight (8) hour GE RX3i PLC Standards workshop in Wichita.

Subtask B: Develop ASR ArchestrA Objects

Objective: Develop library of ASR ArchestrA Objects.

Input: SIDG Draft ArchestrA Development Standards.

Activities: CH2M HILL will perform the following activities:

1. Develop Library of Object Templates with Prototype Code and Develop InTouch Smart Symbol for each ArchestrA Template

   Fifty object templates with prototype code are estimated based upon multiple objects required for items below.

   1.1 Database structure and format

   1.2 Navigation and menu standards

   1.3 Objects for constant speed and variable speed pumps

   1.4 Objects for solenoid, open-close and modulating valves

   1.5 Objects for pop-up and PID controller faceplates

1.6 Objects for digital and analog indicators

1.7 Objects and graphics for Alarm management

1.8 Objects and graphics for real-time and historical trends

1.9 Objects and graphics for PLC diagnostics and alarms

1.10 Objects and graphics for PLC communications and alarms

1.11 Objects and graphics for alarm setpoints

1.12 Objects for security, operator access levels and passwords

2. Conduct One eight (8) hour ArchestrA/InTouch Standards workshop in Wichita.

Other Assumptions:

1. It is assumed PLC templates and ArchestrA objects which are required by a project doing software development, but not existing in the SIDG library, shall be created by modifying an existing SIDG object, or by creating a new object using a similar method and style and then submitting the object for approval by the CITY and subsequent addition to the SIDG library of objects by CH2M HILL.
2. Travel assumptions:

   2.1. One CH2M HILL staff will travel to Wichita for the PLC standards workshop.

   2.2. One CH2M HILL staff will travel to Wichita for the HMI standards workshop.

TASK 3: NETWORKS CONFIGURATION AND IMPLEMENTATION

Objective:

1. Configure and Implement ASR Wide Area Network (WAN) Communications
2. Configure and Implement Network Communications Between ASR (WAN) and ASR Facility Local Area Networks (LAN).
3. Configure and Implement Ethernet Radio Communications.

Input:

1. WAN/LAN Design
2. Definition of CITY IT/MAN Project Responsibilities and ASR PC/S Project Responsibilities
3. CITY IT Standards and Practices
4. PC/S Communications Infrastructure Testing Coordination Procedures (Deliverable from Task 4, Subtask G in PC/S Final Design)

Subtask A: Wide Area Network Communications – Microwave Network

Objective:

1. Detail how configuration and implementation of network devices will be accomplished and coordinated with the City Information Technology (IT) Metropolitan Area Network (MAN) Project microwave radio implementation and with City IT implementation of connectivity to existing City networks.
2. Configure and Test Wide Area Network (WAN) Routers and Switches.
3. Commission Point to Point WAN Communications Between all ASR Microwave Towers and City IT/MAN Connections.
4. Document Final WAN SCADA Network Configuration.

Input:

1. WAN Design

Activities: CH2M HILL will perform the following activities:

1. ***Implementation Plan Development***

   1.1 Develop Detailed Implementation Plan.

   1.2. Coordinate Implementation Plan with City IT.

   1.2.1. Workshop (1) with City IT

   1.2.2. Finalize and incorporate City IT and WWU comments

2. ***Configure SCADA Side WAN Routers and Switches***

   2.1 In collaboration with City IT determine required configuration parameters.

   2.2 In collaboration with City IT establish configure WAN network devices and verify configuration is correct.

3. ***Test and Document SCADA Side WAN Routers and Switches***

   3.1 Develop test plan.

   3.2 Test SCADA Side WAN Configuration.

   3.2.1 Test all failure modes and communications paths.

   3.2.2 Document Final Configuration in an archive backup configuration file.

4. ***Provide Post Acceptance:*** Provide follow-up support to allow for changes and additions as familiarity with the system is gained by CITY users.

   4.1 On site support is defined as assistance on-site in the identification and possible modification to the application programs provided by the scope, testing and acceptance of the system.

   4.2 Telephone support will be dedicated to questions or problems that arise during startup and performance evaluation of the facility. This support is intended to provide help that may be necessary to assist operations staff or the construction contractor in the day-to-day operations and any emergency support that may be necessary for the facility to remain in operation.

   4.3 Post Acceptance support is provided up to the amount included in the fee budget for individual tasks.

Other Assumptions:

1. The microwave installation contractor will install and test microwave radios and verified radio communication for each link is working satisfactorily and per specifications.
2. City IT will establish MAN connection and configuration.
3. Configuration of SCADA side WAN Routers and Switches will require travel to Wichita by one CH2M HILL staff for one work week (five days). The schedule for configuration will be provided by the City IT/MAN Project a minimum 14 calendar days in advance to the Program Manager for acceptance.
4. Testing of SCADA side WAN Routers and Switches will require two trips of five days each to Wichita by one CH2M HILL staff. The schedule for testing will be provided 14 calendar days in advance to the Program Manager for acceptance.
5. CH2M Hill will correct deficiencies discovered during testing within 2 calendar days. WAN router/switch configuration and testing will be completed within 30 calendar days of the microwave radio testing acceptance.

Deliverables:

1. Updated WAN Visio Diagrams
2. WAN Test Plan
3. WAN Test Results

Subtask B: Wide Area Network/Local Area Network Communications Integration

Objective: Configure and Implement Network Communications Between ASR Wide Area Network (WAN) and ASR Facility Local Area Networks (LAN).

Input:

1. LAN Design
2. Configured and Tested WAN Network
3. Configured and Tested Supervisory Control System Workstation at Each Facility

Activities: CH2M HILL will perform the following activities:

1. Implementation Plan Development

   1.1 Develop Draft Implementation Plan for implementing and configuring WAN/LAN for the following sites:

      1.1.1. SWTP1

      1.1.2. MWTP/CITY Hall

      1.1.3. CCWQRF

      1.1.4. ASR Control Center

   1.2. Coordinate Implementation Plan with CITY and CITY IT and with ASR Project Teams.

      1.2.1. Conduct one (1) Workshop with CITY IT & Designers.

   1.3 Incorporate Designer and CITY comments and publish final plan.

2. SWTP 1 Integration

   2.1. Configure SWTP1 LAN network devices that interface with the WAN and integrate SWTP1 LAN with WAN.

   2.2. Test LAN integration to verify integration is functional and compliant with the SIDG criteria for system communication and interfacing.

3. MWTP & CITY Hall Integration

   3.1. Configure MWTP/CITY Hall network devices that interface with the WAN and integrate MWTP/CITY Hall LAN with WAN.

   3.2 Test LAN integration to verify integration is functional and compliant with the SIDG criteria for system communication and interfacing.

4. Cowskin Creek Water Quality Reclamation Facility (CCWQRF) Integration

   4.1. Configure CCWQRF LAN network devices that interface with the WAN and integrate CCWQRF LAN with WAN.

4.2. Test LAN integration to verify integration is functional and compliant with the SIDG criteria for system communication and interfacing.

5. ASR Control Center (ASRCC) Integration

5.1. Configure ASRCC LAN network devices that interface with the WAN and integrate ASRCC LAN with WAN.

5.2. Test LAN integration to verify integration is functional and compliant with the SIDG criteria for system communication and interfacing.

Other Assumptions:

1. Travel

1.1 One CH2M HILL staff will travel to Wichita for the Implementation Plan workshop with City IT.

1.2 The WFMF Implementation Plan workshop will be held in conjunction with the SWTP2 Implementation Plan workshop. One CH2M HILL staff will travel to Wichita for the Implementation Plan workshop with the SWTP2 and WFMF Projects.

1.3 One CH2M HILL staff will travel to Wichita for one five-day trip for integrating ASR sites into the WAN.

2. Users Manuals Development for equipment provided by the IT/MAN Project is assumed to be by the IT/MAN Contractor and is not included in this scope of work.

3. Training of City staff for equipment provided by the IT/MAN Project is assumed to be by the IT/MAN Contractor and is not included in this scope of work.

4. Configuration and testing schedules will be provided a minimum of 14 calendar days in advance to the Program Manager for acceptance.

5. CH2M Hill will respond and initiate corrective actions within 2 calendar days to any deficiencies discovered during testing. LAN device configuration and testing will be completed within 30 calendar days of the microwave radio testing acceptance.

Deliverables:

1. WAN/LAN Implementation Plan

2. Meeting Minutes

3. Test Reports

Subtask C: Ethernet Master Radio Integration

Objective: Configure and Implement Ethernet Radio Communications Between ASR Wide Area Network Master Ethernet Radio Sites and ASR Remote Sites.

Input:

1. Configured and Tested WAN Network
2. Configured and Tested Supervisory Control System Workstation at Each Ethernet Master Radio Site
3. Installed and functioning Ethernet Radios at each remote site

Activities: CH2M HILL will perform the following activities:

1. Implementation Plan Development
   - 1.1. Develop Detailed Implementation Plan.
   - 1.2. Coordinate Implementation Plan with CITY IT, SWTP2 & WFMS Projects.
     - 1.2.1. Conduct one (1) workshop with CITY IT & Designers.
   - 1.3 Incorporate CITY, CITY IT and Project Team Review comments and Publish Final Implementation Plan.
2. SWTP 1 Integration
   - 2.1. Configure SWTP1 Ethernet Master Radios for polling connected remote sites.
   - 2.2. Test Ethernet radio communications to verify received radio signal strength is above required minimum, and radio polling is functional and compliant with the SIDG criteria for system communication and interfacing.
3. ASR Control Center Integration
   - 3.1. Configure ASRCC Ethernet Master Radios for polling connected remote sites.
   - 3.2. Test Ethernet radio communications to verify received radio signal strength is above required minimum, and radio polling is functional and compliant with the SIDG criteria for system communication and interfacing.
4. Well Field Maintenance Shops Integration
   - 4.1. Configure WFMS Ethernet Master Radios for polling connected remote sites.
   - 4.2. Test Ethernet radio communications to verify received radio signal strength is above required minimum, and radio polling is

functional and compliant with the SIDG criteria for system communication and interfacing.

5. Final Ethernet Radio Testing:

   5.1 Upon completion of all Ethernet radio site tests, perform a final test to verify the entire radio system is functional and operating per specifications.

Other Assumptions:

1. It is assumed there will be 37 remote radios to be configured for polling as follows:

   1.1. 30 Recharge/Recovery Well sites implemented under Phase II

   1.2 5 Pipeline Valve Vaults

   1.3 1 Surge Tank

   1.4 1 Overhead Power Line Sites

2. Production well sites not being converted to Recharge/Recovery Wells in the Phase II ASR are not included in the scope of work.

3. Monitoring wells are not included in this scope of work.

4. It is assumed the ASR Project Contractors will have installed and powered radios, verified antennas are at the required height and azimuth, and configured the remote site radio in preparation for testing connectivity between the remote site and its associated master .

5. River flows will be monitored using the USGS internet site and river gauge radio telemetry is not included.

6. Configuration and testing schedules will be coordinated with each project and provided a minimum of 14 calendar days in advance to the Program Manager for acceptance.

7. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing. LAN device configuration and testing will be completed within 30 calendar days of the microwave radio testing acceptance.

8. The Ethernet Radio Workshop will be attended by teleconference and by Utility HelpNet and will not require separate travel.

Deliverables:

1. Draft and Final Ethernet Radio Implementation Plan

2. Meeting Minutes

3. Test Reports

TASK 4: SYSTEM WIDE MONITORING AND CONTROL SOFTWARE

Objective: Configure, program and test system wide application software. System wide software is programming for system wide monitoring and control functions designed under the ASR Phase II PC/S Project and is distinct from software specific to monitoring and control of individual ASR facilities systems (SWTP2/River Intake, Recharge/Recovery Wells, Pipelines, Overhead Power Lines and Well Field Maintenance Facility).

Input:

1. SIDG
2. ASR System Wide Operating Strategy TM (Deliverable from Task 4, Subtask C PC/S Final Design)
3. Design and Construction Documents relevant to system wide monitoring and control from each ASR Project including:
   - 3.1 Control Strategies / Loop Descriptions
   - 3.2 Process and Instrumentation Diagrams (P&IDs)
   - 3.3 PLC I/O Listings
   - 3.4 Control System Block Diagram
   - 3.5 Construction submittals relevant to system wide monitoring and control from each ASR Project including changes or revision to design documents listed above
   - 3.6 Construction contract adjustments (field orders, work change directives, and change orders) relevant to system wide monitoring and control including changes or revision to design documents listed above

Subtask A. Develop Sequence of Operations and Point Lists

Objective: Formulate automatic and manual algorithms and generate HMI-PLC, PLC-PLC and Field I/O Interface Lists to be programmed for system wide control.

Input: As noted under Task 6 Input.

Activities: CH2M HILL will perform the following activities:

1. Review P&ID, existing control narrative, loop descriptions, loop diagrams, and other ASR Program Project documentation.
2. Develop alarm and set point matrix.
3. Define PLC Program Functionality for the following:
   - 3.1 Formulate automatic control algorithms templates
   - 3.2. Formulate manual control and monitoring algorithms templates

4. Conduct two (2) workshops with CITY and ASR Program Projects Designers to review draft SOO.

Subtask B. System Wide Supervisory Control System Graphic Screens Definition

Objective: Develop a definition of system wide SCS operator work station graphic screens to be configured.

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Define Layout of screens with hierarchy and navigation of screens.
2. Define System and Equipment Control Screens as follows:
   - 2.1. Auto Push button and set point, and so forth
   - 2.2. Manual (SCS) Push button and set point, and so forth
   - 2.3. Status/Event
3. Define Utilities Screens as follows:
   - 3.1. Define process screens (PLC Health, System health, set points, etc.)
   - 3.2. Define summary of data on screen
4. Conduct two (2) workshops with CITY to review screens.

Subtask C. System Wide PLC Programming

Objective: Program PLCs for System Wide Supervisory Control Functions.

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Activities Common to all System Wide PLCs
   - 1.1. Program the PLC Logic to follow the SOO, per the SIDG.
   - 1.2 Program the Alarms and Shutdowns.
   - 1.3 Configure communication programming for communications with data link connected devices such as power monitoring.
     - 1.3.1 Coordinate with ASR Project Designer and/or Contractor to define data link values to be communicated.
     - 1.3.2 Communications of the field device values to and from the PLC.
   - 1.4 Program PLC and Communications Diagnostics.
   - 1.5 Scale process variables.

1.6 Implement set point range limiting per SIDG.

1.7 Test PLC Programming:

1.7.1 Verify programming follows SIDG guidelines.

1.7.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.

1.7.3 Simulate alarms, events.

1.7.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.

2. Program PLC at Existing Well Field Maintenance Shops.
3. Program Operational/Interlock Matrix.
4. Compile/Concentrate System Wide Process Data.
5. Configure System Wide Communications Health Management.
6. Conduct one Workshop (1) with CITY to review.
7. Incorporate CITY comments.

Subtask D. System Wide SCS Programming

Objective: Program and Configure the SCS for System Wide Monitoring and Control.

Input:

1. As noted under Task 6 Input
2. PLC Point List
3. Screen Definition

Activities: CH2M HILL will perform the following activities:

1. Develop internal System SCS Object list (with associated data points).

1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.

1.2 Develop internal Data Dictionary with necessary fields.

2. Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):
3. Develop Alarm System:

3.1. Develop list of points to be Alarmed.

3.2 Determine Alarm acknowledgement behavior.

3.3. Develop Alarm Screens and/or Banners.

4. Develop Real Time and Historical Trending:

   4.1 Develop list of points to be trended.

   4.2 Determine frequency of monitoring.

5. Provide ArchestrA and InTouch Implementation.

6. Establish Preconfigured Trends.

7. Conduct one (1) Screen Demonstration Workshop with CITY to present screens and receive review comments.

8. Update screens to incorporate CITY review comments.

Subtask E. Historical Data Collection Definition

Objective: Configure historical data collection.

Activities: CH2M HILL will perform the following activities:

1. Define and configure data collection parameters.

Subtask F: Staging Site Testing

Objective: Test system wide programming and configuration at the CH2M HILL Staging Site.

Input:

1. As noted under Task 6 Input
2. PLC and SCS Programming and Configuration
3. Factory Demonstration Test Results (FDT is accomplished under Designer Services During Construction Work Scope)

Activities: CH2M HILL will perform the following activities:

1. Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.
2. Document test results on test forms per the SIDG.
3. Conduct Test Witnessing Workshop (s) with CITY.
4. Update programming to fix deficiencies identified during Staging Site Testing.

Subtask G. ORT/PAT Testing

Objective: Test System Wide Monitoring and Control Software on Installed and Connected ASR Control Systems

Input:

1. As noted under Task 4 Input
2. PC/S Contractor Test Plan
3. SWTP2 Contractor's Test Plan (for testing SWTP2 Control Center integration with System Wide Software)
4. PC/S Testing Coordination Guideline Procedures (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Coordinate application software test plans with ASR Project Contractor's and SWTP2 Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum of 30 calendar days in advance of commencement of testing.

2. Operational Readiness Test (ORT)

   2.1 Prior to ORT, receive verification that PC/S and SWTP Project Contractors have inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractors to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

   2.2 CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with Contractor's schedules.

   2.3 Participate in a combined effort with the Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

   2.3.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

   2.3.2 The Project Contractor will be responsible for testing all field devices.

   2.3.3 CH2M HILL will be responsible for verifying correct operation of the application software.

   2.4. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate

corrective action within 2 calendar days to any deficiencies discovered during testing.

2.5. CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

3. Performance Acceptance Test (PAT)

3.1. Coordinate application software test plans with ASR Project Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. PAT will be completed within 14 calendar days of receipt of readiness verification.

3.2. Participate in and Support Individual Project Contractor's PAT Testing to demonstrate that application software is operating as required by the SOO.

3.3. Document tests using test forms including the SIDG.

3.4. Update programming to fix deficiencies identified during PAT testing.

Other Assumptions:

1. Travel Assumptions:

1.1. Two CH2M HILL staff will travel to Wichita for the first SOO workshop. The second SOO workshop will be by teleconference or travel will be in conjunction with other workshops.

1.2. One CH2M HILL staff will travel to Wichita for the first graphic screens definition workshop. The second graphic screens definition workshop will be by teleconference or travel will be in conjunction with other workshops.

1.3. One CH2M HILL staff will travel to Wichita for the screen demonstration workshop.

1.4. The staging site demonstration workshop will not require travel by CH2M HILL staff.

1.5. One CH2M HILL staff will travel to Wichita for ten (10) days for ORT test witnessing.

1.6. PAT test witnessing will be in conjunction with other travel to Wichita and not require separate travel.

Deliverables:

1. Users Manuals and Application Software Documentation

2. Test Reports

3. Training Materials

TASK 5: PHASE I SURFACE WATER TREATMENT PLANT SOFTWARE

Objective: Configure, program and test system wide modifications to the existing Phase I Surface Water Treatment Plant (SWTP1) application software to provide for integration of SWTP1 supervisory control system with the ASR System Wide Monitoring and Control System.

Input:

1. System Integration Design Guide
2. ASR Phase II Supervisory Control System Integration and Historian Functional Requirements Memorandum (Deliverable from Task 3, Subtask E in PC/S Final Design) which defines SWTP1 supervisory control data points to be available system wide
3. ASR System Wide Operating Strategy TM (Deliverable from Task 4, Subtask C PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Develop Sequence of Operations and Point Lists
   - 1.1. Formulate automatic and manual algorithms and generate HMI-PLC, PLC-PLC and Field I/O Interface Lists to be programmed for system wide control.
   - 1.2. Define existing data points to be available on network for remote monitoring or control.
   - 1.3. Document changes required in existing HMI as a result of integration with Phase II SCADA.
   - 1.4 Conduct one workshop with CITY to review draft SOO.
   - 1.5. Finalize SOO and incorporate comments.
2. Screen Definition
   - 2.1. Determine Existing Screen Modifications.
   - 2.2 Develop Screens.
   - 2.3. Conduct one workshop with CITY to review.
   - 2.4. Finalize and incorporate CITY comments.
3. PLC Programming
   - 3.1. Reprogram to receive data from Phase I RRW and RB via new Master.
   - 3.2. Conduct one workshops with CITY.

4. SCS Programming

4.1. Develop internal System SCS Object list (with associated data points).

4.1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.

4.1.2 Develop internal Data Dictionary with necessary fields.

4.2 Develop Layout and Heirarchy of Graphic Screens

4.3. Conduct one workshop with CITY in conjunction with PLC Programming.

5. Staging Site Testing

5.1. Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.

5.2 Document test results on test forms per the SIDG Task.

5.3. Conduct one Test Witnessing Workshop with CITY.

5.4 Update programming to fix deficiencies identified during Staging Site Testing.

6. ORT/PAT Testing

6.1. Coordinate with CITY to load modified software on SWTP1 SCS and perform Communication Checks.

6.2 Participate in a combined effort with the CITY and Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

6.2.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

6.2.2 The Project Contractor will be responsible for testing all field devices.

6.2.3 CH2M HILL will be responsible for verifying correct operation of the application software.

6.3. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing.

6.4 CH2M Hill will make up to 10 modifications to the developed application software, including but not limited to control logic, as requested by the CITY or Program Manager.

Other Assumptions:

1. Travel:

   1.1. The SOO workshop will be held in conjunction with the first SOO workshop for the System Wide Monitoring and Control and not require separate travel.

   1.2. The graphic screens definition workshop will be held in conjunction with the graphic screen workshop for System Wide Monitoring and Control and not require separate travel.

   1.3. The screens definition workshop will be held in conjunction with the screen definition workshop for System Wide Monitoring and Control and not require separate travel.

   1.4. The staging site demonstration workshop will not require travel by CH2M HILL staff.

   1.5. ORT test witnessing will be conducted in conjunction with System Wide Monitoring and Control ORT and not require separate travel.

   1.6. PAT test witnessing will be in conjunction with System Wide Monitoring and Control PAT and not require separate travel.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 6: PHASE II SURFACE WATER TREATMENT PLANT AND RIVER INTAKE SOFTWARE

Objective: Configure, program and test SWTP2 PC/S balance of plant application software (e.g. exclusive of software provided with packaged systems). Integrate package systems into overall SWTP2 software.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Packaged System Suppliers software submittals.
3. Construction submittals relevant to application software development.

Subtask A. Develop Sequence of Operations and Point Lists

Objective: Formulate automatic and manual algorithms and generate HMI-PLC, PLC-PLC and Field I/O Interface Lists to be programmed for system wide control.

Input: As noted under Task 6 Input.

Activities: CH2M HILL will perform the following activities:

1. Conduct an SIDG review workshop with Packaged System Suppliers.
2. Generate a complete list of interfaces between the HMI and PLC, PLC to PLC, and PLC I/O to be configured.

   2.1. Compile and generate an I/O List (I/O list will be generated from the PC/S Construction Documents and from SWTP2 Project I/O listing and any modifications from construction submittals).

   2.2. Compile and generate the HMI-PLC and PLC-PLC Interface Lists. Lists will include points transmitted by data links, and computed points based upon ASR Operating Strategy and ASR Projects control strategies/loop descriptions).
3. Formulate automatic and manual algorithms to be programmed.

   3.1 Review P&ID, existing control narrative, loop descriptions, loop diagrams, and other ASR Program Project documentation.

   3.2 Develop alarm and set point matrix.

   3.3 Define PLC Program Functionality for the following:

   3.3.1 Formulate automatic control algorithms templates

   3.3.2 Formulate manual control and monitoring algorithms templates
4. Membrane Integration: Document integration of membrane control based upon logic from Zenon.
5. HiPOx Integration: Document integration of HiPOx control based upon logic from Air Products.
6. Conduct one workshop with SWTP 2 Project Designer to review draft SOO.
7. Finalize SOO and incorporate comments.

Subtask B. Balance of Plant Screen Definition

Objective: Develop a definition of SWTP2 SCS operator work station graphic screens to be configured.

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Define Layout of screens with hierarchy and navigation of screens.
2. Define System and Equipment Control Screens as follows:

   2.1. Auto Push button and set point, and so forth

2.2. Manual (SCS) Push button and set point, and so forth

2.3. Status/Event

3. Define Utilities Screens as follows:

3.1. Define process screens (PLC Health, System health, set points, etc.)

3.2. Define summary of data on screen

2. Develop Facility Specific Layout of Screen and Hierarchy of Screens.

3. Develop Process Area Graphics Screens.

4. HiPOX - Screens Coordination and Integration

4.1. Review HiPOX Submittals.

4.2. Define Integration of HiPOX Software.

5. Conduct two workshops with SWTP2 Design Builder and CITY to review

6. Finalize and incorporate SWTP2 Design Builder and CITY comments.

Subtask C. Membrane Packaged System Screen Definition

Objective: Develop a definition of membrane system SCS operator work station graphic screens to be configured.

Input: As noted under Task 8 Input

Activities: CH2M HILL will perform the following activities in coordination with activities in Subtask B:

1. Define Layout of screens with hierarchy and navigation of screens.

2. Develop Facility Specific Layout of Screen and Hierarchy of Screens.

3. Develop Membrane Process Area Graphics Screens.

3.1. Review Membrane Submittals.

3.2. Define Integration of Zenon developed PLC Software.

4. Conduct one teleconference Live Meeting with SWTP2 Design Builder and CITY to review

5. Finalize and incorporate SWTP2 Design Builder and CITY comments.

Subtask D. PLC Programming

Objective: Program PLCs (excluding PLCs being provided and programmed by package system suppliers) for SWTP2 Control Functions.

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Program the PLC Logic to follow the SOO, per the SIDG.
2. Program the Alarms and Shutdowns.
3. Configure communication programming for communications with data link connected devices such as power monitoring.
   - 3.1 Coordinate with ASR Project Designer and/or Contractor to define data link values to be communicated.
   - 3.2 Communications of the field device values to and from the PLC.
4. Program PLC and Communications Diagnostics.
5. Scale process variables.
6. Implement set point range limiting per SIDG.
7. Test PLC Programming:
   - 7.1 Verify programming follows SIDG guidelines.
   - 7.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.
   - 7.3 Simulate alarms, events.
   - 7.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.
8. Conduct one workshop with SWTP2 DESIGN BUILDER and CITY.

Subtask E. SCS Programming

Objective: Program and Configure the SWTP2 SCS

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Develop internal System SCS Object list (with associated data points).
   - 1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.
   - 1.2 Develop internal Data Dictionary with necessary fields.
2. Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):
3. Develop Alarm System:
   - 3.1. Develop list of points to be Alarmed.

3.2 Determine Alarm acknowledgement behavior.

3.3. Develop Alarm Screens and/or Banners.

4. Develop Real Time and Historical Trending:

4.1 Develop list of points to be trended.

4.2 Determine frequency of monitoring.

4.3 Develop Trend Screens.

5. Conduct one teleconference Live Meeting workshop with SWTP2 DESIGN BUILDER and CITY.

6. Update screens to incorporate CITY and SWTP2 DESIGN BUILDER review comments..

Subtask F. Staging Site Testing

Objective: Test SWTP2 programming and configuration (exclusive of packaged system software) at the CH2M HILL Staging Site.

Input: As noted under Task 6 Input

Activities: CH2M HILL will perform the following activities:

1. Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.

2 Document test results on test forms per the SIDG Task.

3. Test Witnessing with SWTP2 DESIGN BUILDER and CITY.

4. Update programming to fix deficiencies identified during Staging Site Testing.

Subtask G. Software Preload and Computer Hardware Configuration

Objective: Load software and configure computer hardware in preparation for ORT

Input:

1. Completed Staging Site Test

Activities: CH2M HILL will perform the following activities:

1. Load SWTP2 Galaxy Applications.

Subtask H. ORT Testing

Objective: Test SWTP2 Monitoring and Control Software on Installed and Connected Control Systems

Input:

1. As noted under Task 6 Input

2. SWTP2 Contractor Test Plan

3. PC/S Testing Coordination Guideline Procedures (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Coordinate application software test plans with ASR Project Contractor's test plan.

2. Prior to ORT, receive verification that Project Contractor has inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractor to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

3. CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with SWTP2 Contractor's schedule.

4. Participate in a combined effort with the Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

    4.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

    4.2 The Project Contractor will be responsible for testing all field devices.

    4.3 CH2M HILL will be responsible for verifying correct operation of the application software.

5. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing.

6. CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

Subtask I. PAT Testing

Objective: Test SWTP2 Monitoring and Control Software on Installed and Connected Control Systems

Input:

1. As noted under Task 8 Input
2. SWTP2 Contractor Test Plan
3. PC/S Testing Coordination Guideline Procedures (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Coordinate application software test plans with ASR Project Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. PAT will be completed in coordination with SWTP2 Contractor's schedule.
2. Participate in and Support Individual Project Contractor's PAT Testing to demonstrate that application software is operating as required by the SOO.
3. Document tests using test forms including the SIDG.
4. Update programming to fix deficiencies identified during PAT testing.

Other Assumptions:

1. PLCs for the Membrane Package System and Ozone (HiPOX) will be programmed and tested by the respective Package System Suppliers.
2. The Ozone (HiPOX) PLCs will be Rockwell Automation.
3. The scope of services and fee budget is based on GE SRTP Ethernet communications configuration and does not include any other communication network configuration (such as DeviceNet, Profibus, or Foundation Field Bus).
4. The SOO workshops will require travel to Wichita by CH2M HILL staff as follows:

   4.1 Membrane Package System: One CH2M HILL staff

   4.2 HiPOx Ozone Package System: One CH2M HILL staff

   4.3 Balance of Plant: Will be in conjunction with one of the above workshops and not require separate travel.
5. Screen Definition Workshop: One CH2M HILL staff will travel to Wichita for a one-day workshop.
6. PLC Programming Workshop: One CH2M HILL staff will travel to Wichita for a one-day workshop.
7. Factory Demonstration testing:

   7.1 It is assumed the Membrane Package System and HiPOX Ozone Package System suppliers will conduct independent Factory Demonstration Tests and no travel is required by CH2M HILL.

7.2 Balance of Plant will be accomplished at CH2M HILL's Denver staging site facility and will not require travel by CH2M HILL staff.

8 Software Load and Communication Checks will require one trip of five (5) days duration.

9 ORT testing will require two trips of five (5) days duration each for travel to Wichita by two CH2M HILL staff.

9..1 Membrane ORT (1 week duration)

9.2 HiPOX ORT (1 week duration)

9.3 Balance of Plant ORT (3 weeks duration – Test witnessing will be accomplished by Wichita sub consultant)

10. PAT test witnessing will require one trip of five (5) days duration each for travel to Wichita by two CH2M HILL staff.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 7: PHASE II RECHARGE/RECOVERY WELLS SOFTWARE

Objective: Configure, program and test Recharge/Recovery Wells application software.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Construction submittals relevant to application software development.

Subtask A. Develop Sequence of Operations and Point Lists

Objective: Formulate automatic and manual algorithms and generate HMI-PLC, PLC-PLC and Field I/O Interface Lists to be programmed for system wide control.

Input: As noted under Task 7 Input

Activities: CH2M HILL will perform the following activities:

1. Generate a complete list of interfaces between the HMI and PLC, PLC to PLC, and PLC I/O to be configured.

   1.1. Compile and generate an I/O List (I/O list will be generated from the PC/S Construction Documents and from SWTP2 Project I/O listing and any modifications from construction submittals).

1.2. Compile and generate the HMI-PLC and PLC-PLC Interface Lists. Lists will include points transmitted by data links, and computed points based upon ASR Operating Strategy and ASR Projects control strategies/loop descriptions).

2. Formulate automatic and manual algorithms to be programmed.

   2.1 Review P&ID, existing control narrative, loop descriptions, loop diagrams, and other ASR Program Project documentation.

   2.2 Develop alarm and set point matrix.

   2.3 Define PLC Program Functionality for the following:

      2.3.1 Formulate automatic control algorithms templates

      2.3.2 Formulate manual control and monitoring algorithms templates

3. Conduct one workshop with CITY and RRW Designer to review draft SOO.

4. Finalize SOO and incorporate comments.

Subtask B. Screen Definition

Objective: Develop a definition of RRW operator work station graphic screens to be configured.

Input: As noted under Task 7 Input

Activities: CH2M HILL will perform the following activities:

1. Develop Well Specific Layout of Screen and Hierarchy of Screens

2. Develop Generic Well Graphics Screen Templates.

   2.1. Auto Push button and set point, and so forth

   2.2. Manual (SCS) Push button and set point, and so forth

   2.3. Status/Event

   2.4 Define Utilities Screens as follows:

      2.4.1. Define process screens (PLC Health, System health, set points, etc.)

      2.4.2. Define summary of data on screen

3. Conduct coordination Meeting with Designer and CITY.

4. Develop Well Screens.

5. Conduct one workshop with Designer and CITY to review.

6. Finalize and incorporate Designer and CITY comments.

Subtask C. PLC Programming

Objective: Program PLCs for RRW Control Functions.

Input: As noted under Task 7 Input

Activities: CH2M HILL will perform the following activities:

1. Program the PLC Logic to follow the SOO, per the SIDG.
2. Program the Alarms and Shutdowns.
3. Configure communication programming for communications with data link connected devices such as power monitoring.
    - 3.1 Coordinate with ASR Project Designer and/or Contractor to define data link values to be communicated.
    - 3.2 Communications of the field device values to and from the PLC.
4. Program PLC and Communications Diagnostics.
5. Scale process variables.
6. Implement set point range limiting per SIDG.
7. Program and Test Typical Well PLC Type 1.
8. Program and Test Typical Well PLC Type 2.
9. Program and Test Typical Well PLC Type 3.
10. Program Remaining Twenty Seven (27) Well PLCs by copying typical programs and configuring addressing specific to each well.
11. Test PLC Programming:
    - 11.1 Verify programming follows SIDG guidelines.
    - 11.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.
    - 11.3 Simulate alarms, events.
    - 11.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.

Other Assumptions:

1. It is assumed three types of PLC well configurations will be typical for all Recharge/Recovery Wells to be programmed.

Subtask D. SCS Programming

Objective: Program and Configure the RRW SCS

Input: As noted under Task 7 Input

Activities: CH2M HILL will perform the following activities:

1. Develop internal System SCS Object list (with associated data points).
    - 1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.
    - 1.2 Develop internal Data Dictionary with necessary fields.
2. Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):
3. Develop Alarm System:
    - 3.1. Develop list of points to be Alarmed.
    - 3.2 Determine Alarm acknowledgement behavior.
    - 3.3. Develop Alarm Screens and/or Banners.
4. Develop Real Time and Historical Trending:
    - 4.1 Develop list of points to be trended.
    - 4.2 Determine frequency of monitoring.
    - 4.3 Develop Trend Screens.
5. Program SCS for Typical Well Type 1.
6. Program SCS for Typical Well Type 2.
7. Program SCS for Typical Well PLC Type 3.
8. Program SCS for Remaining Twenty Seven (27) Wells by copying typical programs and configuring addressing specific to each well.
9. Conduct one screen demonstration workshop with Designer and CITY.
10. Update screens to incorporate review comments..

Subtask E. Staging Site Testing

Objective: Test RRW programming and configuration at the CH2M HILL Staging Site.

Input: As noted under Task 7 Input

Activities: CH2M HILL will perform the following activities:

1. Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.
2. Document test results on test forms per the SIDG Task.
3. Conduct one Test Witnessing Workshop with Designer and CITY.
4. Update programming to fix deficiencies identified during Staging Site Testing.

Subtask F. Factory Demonstration Testing

Objective: Witness Factory Demonstration Test of a Typical Well PLC

Input:

1. RRW Contractor's Test Plan
2. PLC Program for Well to be Tested

Activities: CH2M HILL will perform the following activities:

1. Load and Test Software in RRW Contractor's Shop.

Subtask G. ORT/PAT Testing

Objective: Test RRW Monitoring and Control Software on Installed and Connected Control Systems

Input:

1. As noted under Task 7 Input
2. RRW Contractor Test Plan
3. PC/S Testing Coordination Guideline Procedures (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. ORT Testing.

   1.1 Coordinate application software test plans with ASR Project Contractor's test plan.

   1.2 Prior to ORT, receive verification that Project Contractor has inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractor to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

   1.3 CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR

Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with RRW Contractor's schedule.

1.4 Participate in a combined effort with the Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

1.4.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

1.4.2 The Project Contractor will be responsible for testing all field devices.

1.4.3 CH2M HILL will be responsible for verifying correct operation of the application software.

1.5. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will make repairs within 2 calendar days to any deficiencies discovered during testing.

1.6. CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

2. PAT Testing.

2.1 Coordinate application software test plans with ASR Project Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. PAT will be completed in coordination with RRW Contractor's schedule.

2.2 Participate in and Support Individual Project Contractor's PAT Testing to demonstrate that application software is operating as required by the SOO.

2.3 Document tests using test forms including the SIDG.

2.4 Update programming to fix deficiencies identified during PAT testing.

Other Assumptions:

1. SOO workshop will require travel to Wichita by one CH2M HILL staff.

2. The PLC programming and SCS programming workshops will be held in conjunction and require travel to Wichita by two CH2M HILL staff.

3. Staging site testing will be accomplished at CH2M HILL's Denver staging site facility and will not require travel by CH2M HILL staff.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 8: PIPELINES AND SURGE TANKS SOFTWARE

Objective: Configure, program and test Pipelines and Surge Tanks application software for each Pipeline and Surge Tank Construction Contract.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Construction submittals relevant to application software development.

Activities: CH2M HILL will perform the following activities:

1. Generate a complete list of interfaces between the HMI and PLC, PLC to PLC, and PLC I/O to be configured.

   1.1. Compile and generate an I/O List (I/O list will be generated from the PC/S Construction Documents and from Pipelines and Surge Tanks Project I/O listing and any modifications from construction submittals).

   1.2. Compile and generate the HMI-PLC and PLC-PLC Interface Lists. Lists will include points transmitted by data links, and computed points based upon ASR Operating Strategy and ASR Projects control strategies/loop descriptions).

2. Formulate automatic and manual algorithms to be programmed.

   2.1 Review P&ID, existing control narrative, loop descriptions, loop diagrams, and other ASR Program Project documentation.

   2.2 Develop alarm and set point matrix.

   2.3 Define PLC Program Functionality for the following:

      2.3.1 Formulate automatic control algorithms templates

      2.3.2 Formulate manual control and monitoring algorithms templates

3. Conduct one workshop with Pipelines Project Designer to review draft SOO.
4. Finalize SOO and incorporate comments.
5. Screen Definition

5.1 Define Layout of screens with hierarchy and navigation of screens.

5.2 Define System and Equipment Control Screens as follows:

5.2.1. Auto Push button and set point, and so forth

5.2.2. Manual (SCS) Push button and set point, and so forth

5.2.3. Status/Event

5.3 Define Utilities Screens as follows:

5.3.1. Define process screens (PLC Health, System health, set points, etc.)

5.3.2. Define summary of data on screen

5.4 Develop Pipeline Specific Layout of screens with hierarchy and navigation of screens.

5.5. Develop Generic Valve & Surge Tank Screen Templates.

5.6. Conduct Coordination Meeting with Designer and CITY.

5.7. Develop Screens.

5.8. Conduct one workshop with Designer and CITY to review.

5.9. Finalize and incorporate Designer and CITY comments.

6. PLC Programming

6.1 Program Three Typical Valve PLC, Production Surge Tank PLC and Recharge Surge Tank PLC.

6. 2 Program Remaining Three (3) valve site PLCs by copying typical programs and configuring addressing specific to each well.

6.3 Program the PLC Logic to follow the SOO, per the SIDG.

6.3.1 Program the Alarms and Shutdowns.

6.3.2 Configure communication programming for communications with data link connected devices such as power monitoring.

6.3.2.1 Coordinate with ASR Project Designer and/or Contractor to define data link values to be communicated.

6.3.2.2 Communications of the field device values to and from the PLC.

6.3.3 Program PLC and Communications Diagnostics.

6.3.4 Scale process variables.

6.3.5 Implement set point range limiting per SIDG.

6.3.6 Test PLC Programming:

6.3.6.1 Verify programming follows SIDG guidelines.

6. 3.6.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.

6. 3.6.3 Simulate alarms, events.

6. 3.6.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.

7. SCS Programming

7.1 Develop internal System SCS Object list (with associated data points).

7.1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.

7.1.2 Develop internal Data Dictionary with necessary fields.

7.2. Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):

7.3. Develop Alarm System:

7.3.1. Develop list of points to be Alarmed.

7.3.2 Determine Alarm acknowledgement behavior.

7.3.3. Develop Alarm Screens and/or Banners.

7.4. Develop Real Time and Historical Trending:

7.4.1 Develop list of points to be trended.

7.4.2 Determine frequency of monitoring.

7.4.3 Develop Trend Screens.

7.5. Program Three Typical valve site SCS And Production and Recharge Surge Tanks SCS.

7.6 Program Remaining Three (3) valve site SCSs by copying typical programs and configuring addressing specific to each site.

7.7 Conduct one workshop with Designer and CITY.

7.8 Update screens to incorporate CITY review comments.

8. Staging Site Testing

8.1 Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.

8.2 Document test results on test forms per the SIDG Task.

8.3 Conduct one Test Witnessing Workshop with Designer and CITY.

8.4 Update programming to fix deficiencies identified during Staging Site Testing.

9. ORT Testing.

9.1 Coordinate application software test plans with ASR Project Contractors' test plans.

9.2 Prior to ORT, receive verification that Project Contractor has inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractor to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

9.3 CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with Contractor's schedules.

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9.4 Participate in a combined effort with each Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

9.4.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

9.4.2 The Project Contractor will be responsible for testing all field devices.

9.4.3 CH2M HILL will be responsible for verifying correct operation of the application software.

9.5. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing.

9..6. CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

10. PAT Testing.

10.1 Coordinate application software test plans with ASR Project Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. PAT will be completed in coordination with Contractor's schedule.

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10.2 Participate in and Support Individual Project Contractor's PAT Testing to demonstrate that application software is operating as required by the SOO.

10.3 Document tests using test forms including the SIDG.

10.4 Update programming to fix deficiencies identified during PAT testing.

Other Assumptions:

1. SOO workshop will require travel to Wichita by one CH2M HILL staff.
2. The PLC and SCS workshops will be held in conjunction with other meetings and not require separate travel to Wichita.
3. Factory demonstration test witnessing at the Pipeline Contractor's facility is not included.
4. Staging site testing will be accomplished at CH2M HILL's Denver staging site facility and will not require travel by CH2M HILL staff.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 9: OVERHEAD POWER LINES SOFTWARE

Objective: Configure, program and test Overhead Power Lines Project application software for each construction contract.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Construction submittals relevant to application software development.

Activities: CH2M HILL will perform the following activities:

1. Generate a complete list of interfaces between the HMI and PLC, PLC to PLC, and PLC I/O to be configured.

   1.1. Compile and generate an I/O List (I/O list will be generated from the PC/S Construction Documents and from SWTP2 Project I/O listing and any modifications from construction submittals).

   1.2. Compile and generate the HMI-PLC and PLC-PLC Interface Lists. Lists will include points transmitted by data links, and computed points based upon ASR Operating Strategy and ASR Projects control strategies/loop descriptions).

2. Formulate automatic and manual algorithms to be programmed.

   2.1 Review P&ID, existing control narrative, loop descriptions, loop diagrams, and other ASR Program Project documentation.

   2.2 Develop alarm and set point matrix.

   2.3 Define PLC Program Functionality for the following:

      2.3.1 Formulate automatic control algorithms templates

      2.3.2 Formulate manual control and monitoring algorithms templates

3. Conduct one workshop with OHPL Project Designer to review draft SOO.

4. Finalize SOO and incorporate comments.

5. Screen Definition

   5.1. Develop Distribution System and Substation Specific Layout of Screen and Heirarchy of Screens.

      5.1 Define System and Equipment Control Screens as follows:

         5.1.1 Auto Push button and set point, and so forth

         5.1.2 Manual (SCS) Push button and set point, and so forth

         5.1.3 Status/Event

      5.2 Define Utilities Screens as follows:

         5.2.1 Define process screens (PLC Health, System health, set points, etc.)

         5.2.2 Define summary of data on screen

   5.3. Conduct Coordination Meeting with Designer and CITY.

   5.4. Workshops (1) with Designer and CITY to review.

5.5. Finalize and incorporate Designer and CITY comments.

3. PLC Programming

3.1. Program the PLC Logic to follow the SOO, per the SIDG.

3.2 Program the Alarms and Shutdowns.

3.3 Configure communication programming for communications with data link connected devices such as power monitoring.

3.3.1 Coordinate with ASR Project Designer and/or Contractor to define data link values to be communicated.

3.3.2 Communications of the field device values to and from the PLC.

3.4 Program PLC and Communications Diagnostics.

3.5 Scale process variables.

3.6 Implement set point range limiting per SIDG.

3.7 Test PLC Programming:

3.7.1 Verify programming follows SIDG guidelines.

3.7.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.

3.7.3 Simulate alarms, events.

3.7.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.

4. SCS Programming

4.1. Develop internal System SCS Object list (with associated data points).

4.1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.

4.1.2 Develop internal Data Dictionary with necessary fields.

4.2. Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):

4.3. Develop Alarm System:

4.3.1. Develop list of points to be Alarmed.

4.3.2 Determine Alarm acknowledgement behavior.

4.3.3. Develop Alarm Screens and/or Banners.

4.4. Develop Real Time and Historical Trending:

4.4.1 Develop list of points to be trended.

4.4.2 Determine frequency of monitoring.

4.4.3 Develop Trend Screens.

4.5 Conduct one workshop with Designer and CITY.

4.6 Update screens to incorporate CITY review comments.

5. Staging Site Testing

5.1 Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.

5.2 Document test results on test forms per the SIDG Task.

5.3 Conduct Test Witnessing Workshop (s) with Designer and CITY.

5.4 Update programming to fix deficiencies identified during Staging Site Testing.

6. ORT Testing.

6.1 Coordinate application software test plans with each ASR Project Contractor's test plan.

6.2 Prior to ORT, receive verification that Project Contractor has inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractor to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

6.3 CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with each Contractor's schedule.

6.4 Participate in a combined effort with the Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

6.4.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

6.4.2 The Project Contractor will be responsible for testing all field devices.

6.4.3 CH2M HILL will be responsible for verifying correct operation of the application software.

6.5. Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing.

6.6. CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

7. PAT Testing.

7.1 Coordinate application software test plans with ASR Project Contractor's test plan. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. PAT will be completed in coordination with each Contractor's schedule.

7.2 Participate in and Support Individual Project Contractor's PAT Testing to demonstrate that application software is operating as required by the SOO.

7.3 Document tests using test forms including the SIDG.

7.4 Update programming to fix deficiencies identified during PAT testing.

Other Assumptions:

1. SOO workshop will be conducted by teleconference and not require travel to Wichita by CH2M HILL staff.
2. The PLC and SCS workshops will be held in conjunction with other meetings and not require separate travel to Wichita.
3. Factory demonstration test witnessing at the OHPL Contractor's facility is not included.
4. Staging site testing will be accomplished at CH2M HILL's Denver staging site facility and will not require travel by CH2M HILL staff.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 10: WELL FIELD MAINTENANCE FACILITY SOFTWARE

Objective: Configure, program and test Well Field Maintenance Facility application software.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Construction submittals relevant to application software development.

Activities: CH2M HILL will perform the following activities:

1. Develop Sequence of Operations and Point Lists. Formulate automatic and manual algorithms and generate HMI-PLC, PLC-PLC and Field I/O Interface Lists to be programmed for system wide control.
   - 1.1 Compile and generate an I/O List (I/O list will be generated from the PC/S Construction Documents and from each ASR Project I/O listing and any modifications from construction submittals).
   - 1.2. Compile and generate the HMI-PLC and PLC-PLC Interface Lists. Lists will include points transmitted by data links, and computed).
   - 1.3 Review loop descriptions, loop diagrams, and other ASR Program Project documentation.
     - 1.3.1 Develop alarm and set point matrix.
     - 1.3.2 Define PLC Program Functionality for the following:
       - 1.3.2.1 Formulate automatic control algorithms templates
       - 1.3.2.2 Formulate manual control and monitoring algorithms templates
   - 1.4 Conduct one workshop with Well Field Maintenance Facility Project Designer to review draft SOO.
   - 1.5. Finalize SOO and incorporate comments.
2. Screen Definition
   - 2.1. Define layout of screens with hierarchy and navigation of screens.
3. PLC Programming
   - 3.1. Program the PLC Logic to follow the SOO, per the SIDG.
   - 3.2 Test PLC Programming:
     - 3.2.1 Verify programming follows SIDG guidelines.

3.2.2 Simulate analog and discrete conditions to test the PLC programmed algorithms and verify software performance against SOO.

3.2.3 Simulate alarms, events.

3.2.4 Simulate control conditions to extent feasible with Staging Site Hardware and Software to test automatic control algorithms.

4. SCS Programming

4.1 Develop internal System SCS Object list (with associated data points).

4.1.1 Coordinate, manage and document analog and discrete SCS database points including those communicated between the PLCs and SCS.

4.1.2 Develop internal Data Dictionary with necessary fields.

4.2 Develop Layout and Heirarchy of Graphic Screens (individual ASR Phase II Facility Screens will be developed under Tasks specific to each ASR Project):

4.3 Develop Alarm System:

3.1. Develop list of points to be Alarmed.

3.2 Determine Alarm acknowledgement behavior.

3.3. Develop Alarm Screens and/or Banners.

4.4 Develop Real Time and Historical Trending:

4.4.1 Develop list of points to be trended.

4.4.2 Determine frequency of monitoring.

4.4.3 Develop Trend Screens.

4.5 Conduct Screen Demonstration Workshop(s) with CITY.

4.6 Update screens to incorporate CITY review comments.

5. Staging Site Testing

5.1 Simulate to the extent feasible analog and discrete conditions to test and verify PLC and SCS Programming and Configuration.

5.2 Document test results on test forms per the SIDG Task.

5.3 Conduct Test Witnessing Workshop (s) with CITY.

5.4 Update programming to fix deficiencies identified during Staging Site Testing.

6. ORT Testing

6.1 Coordinate application software test plans with ASR Project Contractor's test plan.

6.2 Prior to ORT, receive verification that Project Contractor has inspected, tested, and documented that the Project Control System is ready for operation. This verification is to be performed by the Project Contractor to test and document that the Project Control System, excluding CH2M HILL provided PLC and SCS applications software, is ready for operational readiness testing.

6.3 CH2M HILL shall install application software and perform initial testing to confirm proper communications functionality and application software operational capability. This installation and initial testing shall be performed in conjunction with each ASR Project's construction contractor's published schedule. Testing schedule will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. ORT will be completed in coordination with WFMF Contractor's schedule.

6.4 Participate in a combined effort with the Project Contractor to confirm that the project control system including CH2M HILL provided application software is ready for operation.

6.4.1 This will be a repeat of the CH2M HILL staging site test except with real field sensors and equipment.

6.4.2 The Project Contractor will be responsible for testing all field devices.

6.4.3 CH2M HILL will be responsible for verifying correct operation of the application software.

6.5 Update programming to fix application software deficiencies identified during ORT testing. CH2M Hill will respond and initiate corrective action within 2 calendar days to any deficiencies discovered during testing.

6.6 CH2M Hill will make up to 10 modifications to application software, including but not limited to control logic, as requested by the CITY or Program Manager.

Other Assumptions:

1. SOO and PLC and SCS definition workshop will be in conjunction with other meetings or workshops and not require separate travel.

2. Staging site testing will be accomplished at CH2M HILL's Denver staging site facility and will not require travel by CH2M HILL staff.

Deliverables:

1. Meeting Minutes
2. Completed Test Forms

TASK 11: MAIN WATER TREATMENT PLANT & CITY HALL SOFTWARE

Objective: Remove the production well which have been converted to recharge recovery wells from the MWTP application software.

Input:

1. Design documentation per the PC/SCADA Documentation Criteria (See PC/S Preliminary Design Report, Process Control/ SCADA Hardware/Software Definition, Section 13 PC/SCADA Documentation Criteria).
2. Construction submittals relevant to application software development.

Activities: CH2M HILL will perform the following activities:

1. Remove Production Wells from the ArchestrA application as the wells are converted into Recharge/Recovery Wells.

    1.1 Investigate the existing ArchestrA OPC server and software techniques used to monitor and control the production wells over the licensed radio system.

    1.2 Develop, test and document a procedure to delete the software to communicate with, monitor and control a typical production well.

    1.3 Train a qualified WWU maintenance person to remove a typical well from the application software so WWU can perform the task of removing all of the production wells which are converted to recharge/recovery wells as scheduling permits.

    1.4 Provide technical assistance to WWU during the process of removing all of the production wells if necessary.

Other Assumptions:

1. The MWTP operator workstations will provide access to software configured in other tasks. Thus there is no application software programming work included for the MWTP other than noted above.
2. There is no effort included for separate training for MWTP staff for ASR Operations. It is assumed MWTP staff will participate in training under other tasks as applicable.
3. This task will be accomplished in conjunction with Task 15 ArchestrA Application Merging and will not require separate travel.

Deliverables:

1. Well Removal Removal Procedures
2. Test Procedure
3. Completed Test Forms

TASK 12: ASR PHASE II SUPPORT ACTIVITIES

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of Application Software.
2. Develop and provide a Users Manuals and Application Software documentation package.
3. Provide post acceptance support for the Configured and Programmed Software for each ASR Project as detailed in the application software programming tasks for each ASR Project.

Input:

1. Configured and Programmed Software for each Project
2. Notice of Substantial Completion (for post acceptance support activities).

General Description of Training Activities Included in this Task:

1. General

   1.1 On-the-Job Training: Provide opportunities for CITY staff to participate in application software testing by working side by side with CH2M HILL programmers.

   1.2 Classroom Training:

   Provide an integrated training program for CITY personnel in use and maintenance of application software.

   Perform training to meet specific needs of CITY's personnel as defined in the PC/S Training Plan (deliverable from Final Design Task 4, Subtask F Prepare Training Plan).

2 Management Seminar: Provide an overview as noted for non-operations and maintenance personnel for understanding the applications software.

3. Operations:

   Provide training as noted at the Project Site for CITY's personnel in the operation of the control system. Training shall include:

   3.1 Standard operational features of the control system software.

3.2 Specific features provided for the project including:

3.2.1 General Loop functions.

3.2.2 Operation of Each Loop: For example, AUTO/MANUAL control, control setpoint settings, control mode selection, alarm acknowledgment.

3.2.3 Operation of Each SCS display, dynamic objects, and controls on that display.

3.3 Alarm Summary: Describe each SCS alarm, including SCS tag name, detailed description of the alarm, probable cause, and suggested operator action.

4. Software Maintenance: Provide training as noted ~~at the CITY~~ for CITY personnel in the maintenance of the PLC and SCS software.

5. Training Materials: Provide the following training materials:

5.1 Training syllabus for each formal classroom training session.

5.2 Electronic copies of hand outs and Microsoft Power Point presentations.

General Description of Users Manuals and Application Software Documentation Activities Included in this Task:

1. Documentation shall include (in electronic format) a User's Manual based on the SOO, the final network architecture drawing, I/O and tag assignment spreadsheets, selected HMI screen prints, PLC logic, and final copies of the SOO.

2. Preliminary documentation and examples of content shall be submitted to City for review.

3. One (1) electronic copy of the final documentation shall also be provided for each ASR Project.

General Description of Post Acceptance Support Activities Included in this Task:

1. CH2M HILL shall provide follow-up support to allow for changes and additions as familiarity with the system is gained by CITY users.

1.1 On site support is defined as assistance on-site in the identification and possible modification to the application programs provided by the scope, testing and acceptance of the system.

1.2 Telephone support will be dedicated to questions or problems that arise during startup and performance evaluation of the facility. This support is intended to provide help that may be necessary to assist operations staff or the construction contractor in the day-to-day operations and any emergency support that may be necessary for the facility to remain in operation.

2. Post Acceptance support is provided up to the amount included in the fee budget for the following individual subtasks.

Subtask A: System Wide Monitoring and Control

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of WAN/LAN Networks and System Wide Monitoring and Control Software.
2. Develop and Provide a Documentation Package
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed System Wide Software
2. Configured WAN and LAN Networks
3. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
4. Previous Subtasks
5. Completion of ORT
6. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities:

1. Training: CH2M HILL will perform the following activities as described under *General Description of Training Activities Included in this Task:*

1.1 Operations and Maintenance Training:

1.1. Classroom Training will be provided in two 1-day training sessions as follows.

1.1.1 System wide communications (WAN Network and Ethernet Radio).

1.1.2 System wide PLC (1/2 day) and system wide SCS (1/2 day).

1.2 Management Seminar: A two (2) hour management seminar will be provided.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform activities as described under *General Description of Users Manuals and Application Software Documentation Activities Included in this Task.*

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under *General Description of Post Acceptance Support Activities Included in this Task:*

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. Two CH2M HILL staff will travel to Wichita for two days to provide classroom training.

Subtask B: Phase I Surface Water Treatment Plant Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of SWTP1 Monitoring and Control Software.
2. Develop and Provide a Documentation Package
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed SWTP1 Software
2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Training

   1.1. CH2M HILL will perform the following activities as described under *General Description of Training Activities Included in this Task:*

   1.2. Provide one 4-hour training class on modified SWTP1 software.

2. Users Manuals and Application Software Documentation

   2.1. As described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. Training will be held in conjunction with subtast 12A and will not require separate travel.

Subtask C: Phase II Surface Water Treatment Plant and River Intake Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of SWTP2 Monitoring and Control Software.
2. Develop and Provide a Documentation Package
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed SWTP2 Software
2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

1. Training: CH2M HILL will perform the following activities:

   1.1 CH2M HILL will perform the following activities as described under *General Description of Training Activities Included in this Task:*

   1.2 Operations and Maintenance Training

1.2.1. Classroom Training on PLC and SCS Programming will include:

1.2.1.1 Membrane Package System Integration Operations Training (1 Day)

1.2.1.2 HiPOx Ozone Package System Integration Operations Training (four hours)

1.2.1.3 Balance of Plant Operations Training (2 days).

1.2.1.4 Maintenance Training (1 day)

1.3 Management Seminar: One 4-hour class.

1.4 Training will be coordinated with SWTP2 Project Training where feasible.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform the activities as described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. Two CH2M HILL staff will travel to Wichita for five days to provide classroom training.

Subtask D: Recharge/Recovery Wells Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of RRW Monitoring and Control Software.
2. Develop and Provide a Documentation Package
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed RRW Software

2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities:

1. Training: CH2M HILL will perform the following activities:

   1.1 CH2M HILL will perform activities as described under *General Description of Training Activities Included in this Task:*

   1.2 Operations and Maintenance Training (1 Day).

   1.3 Management Seminar: One two (2) hour class.

   1.4 Training will be coordinated with RRW Project Training where feasible.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform the activities as described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. One CH2M HILL staff will travel to Wichita for two days to provide classroom training.

Subtask E: Pipelines and Surge Tanks Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of Pipelines and Surge Tanks Monitoring and Control Software.
2. Develop and Provide a Documentation Package
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed Pipelines and Surge Tanks Software
2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Training

   1.1. CH2M HILL will perform the following activities as described under General Description of Training Activities Included in this Task:

   1.2. Conduct one (1) four-hour training course on site.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform the activities as described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.
4. One CH2M HILL staff will travel to Wichita for one days to provide classroom training.

Subtask F: Overhead Power Lines Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of OHPL Monitoring and Control Software.
2. Develop and Provide a Documentation Package As described under Common Task Activity Users Manuals and Application Software Documentation.
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed OHPL Software
2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities: CH2M HILL will perform the following activities:

1. Training

   1.1. CH2M HILL will perform the following activities as described under General Description of Training Activities Included in this Task:

   1.2. Provide one 2-hour training course on site.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform the activities as described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. Training will be conducted by Utility HelpNet and will not require separate travel.

Subtask G: Well Field Maintenance Facility Support

Objective:

1. Train CITY Operations and Maintenance staff in use and maintenance of WFMF Monitoring and Control Software.
2. Develop and Provide a Documentation Package As described under Common Task Activity Users Manuals and Application Software Documentation.
3. Provide post acceptance support for the Configured and Programmed System Wide Software.

Input:

1. Configured and Programmed WFMF Software
2. PC/S Training Plan (Deliverable from Task 4, Subtask F in PC/S Final Design)
3. Previous Subtasks
4. Completion of ORT
5. PC/S Maintenance Support Agreement Requirements (Deliverable from Task 4, Subtask G in PC/S Final Design)

Activities:

1. Training:

   1.1. CH2M HILL will perform the following activities as described under General Description of Training Activities Included in this Task:

   1.2. Provide a 2-hour training class in operation and maintenance of the WFMF PLC and SCS.

2. Users Manuals and Application Software Documentation: CH2M HILL will perform the activities as described under Common Task Activity Users Manuals and Application Software Documentation.

3. Post Acceptance Support: CH2M HILL will perform the following activities as described under General Description of Post Acceptance Support Activities Included in this Task:

Deliverables:

1. Training syllabus for each formal classroom training session.
2. Electronic copies of training hand outs and Microsoft Power Point presentations.
3. One (1) electronic copy of the final Users Manuals and Application Software Documentation.

Travel Assumptions:

1. Training will be conducted by Utility HelpNet and will not require separate travel.

Subtask H: System Wide Report Development

Objective: Develop Historical Trending and Historical Data Reports

Input: SOO from Previous Tasks

Activities: CH2M HILL will perform the following activities:

1. Generate and Test One Ad-Hoc Historical Trending Graph Report.
2. Generate and Test One Ad-Hoc Date Range Historical Data Spread Sheet Report.

Ad hoc allows users to select data points and ranges to be included in a report and save corresponding report definition templates.

Other Assumptions:

1. Ad Hoc Reports will be generated using standard features of ActiveFactory® component of Wonderware ArchestrA® System Platform.
2. Generation of custom purpose-built reports is not included. Definition and development of custom reports would be additional scope and fee.
3. Reports will be presented electronically (teleconference and Live Meeting) and this task will not require separate travel.

Deliverables:

1. One Ad-Hoc Historical Trending Graph Report
2. One Ad-Hoc Date Range Historical Data Spread Sheet Report.

Subtask I: Archestra Application Merging

Objective: Merge interim ASR ArchestrA systems with the existing WWU ArchestrA System.

Input:

1. Application Integration Requirements Definition memorandum (Deliverable from Final Design Task 3E)
2. Completed ORT for:
   - 2.1 SWTP1
   - 2.2 SWTP2 Membrane System
   - 2.3 SWTP2 HiPOX Ozone System
   - 2.4 System Wide Monitoring and Control Software

Activities: CH2M HILL will perform the following activities:

1. Merge the Balance of Plant and System Wide Monitoring and Control Galaxy with the following software to create a single ASR Galaxy Application.
   - 1.1 SWTP1 Galaxy (Upgrade path from ArchestrA ver.2.1)
   - 1.2 SWTP2 Membrane System
   - 1.3 SWTP2 HiPOX Ozone System
2. Work with Wichita IT department in upgrade of existing WWU ArchestrA System Platform to the same version level as the ASR ArchestrA System Platform.

3. Merge the ASR Galaxy (Including SWTP2 Membrane System, SWTP2 HiPOX Ozone System, SWTP2 Balance of Plant, System Wide Monitor and Control System, and SWTP1) into the existing WWU ArchestrA System.

4. Test and confirm that merge was successful and is operational.

Other Assumptions:

1. The interim configuration used for initial development and testing will be implemented during SCS installation, implementation and performance testing.

2. Once the ASR and packaged systems have achieved a designated testing milestone (expected to be the Performance Acceptance Test), then the ASR and Packaged Systems SCS can be merged with the existing WWU SCS. Schedule for this work will be provided to and accepted by Program Manager a minimum 30 calendar days in advance. This work will be completed within 14 calendar days of PAT approval.

3. It is assumed the CITY will upgrade the existing WWU ArchestrA System Platform to the same version level as the ASR Development Systems and maintain it at that version level until the ASR and existing WWU systems are merged.

4. The scope of work does not include ArchestrA System Platform version upgrades of the developed ASR applications.

5. One CH2M HILL staff will make one trip to Wichita for five (5) days to accomplish this task.

TASK 13: PROGRAMMING QUALITY ASSURANCE AND QUALITY CONTROL

Objective: Provide quality assurance (QA) and quality control (QC) for application software development.

Input:

1. SIDG

2. Draft Deliverables as identified in the various tasks of this scope of services.

Activities: CH2M HILL will perform the following activities:

1. Provide formal review by senior CH2M HILL application software developers of the following: 1) application software development at approximately 30% completion and 60% completion milestones, 2) Users Manuals, 3) application software documentation, and 4) training syllabus for the following tasks:

TASK 1: Systems Integration Design Guide (SIDG) Development, Development System and Documents
TASK 2: ASR PLC Template and ArchestrA® Object Development
TASK 3: Network Communications Configuration and Integration
TASK 4: System Wide Monitoring and Control Application Software
TASK 5: Phase I Surface Water Treatment Plant Application Software Modifications
TASK 6: Phase II Surface Water Treatment Plant and River Intake Application Software
TASK 7: Phase II Recharge/Recovery Wells Application Software
TASK 8: Phase II Pipelines and Surge Tanks Application Software
TASK 9: Overhead Power Lines Application Software
TASK 10: Well Field Maintenance Facility Application Software

2. Provide formal review by senior CH2M HILL application software developers of staging site testing results for the following task:

TASK 4: System Wide Monitoring and Control Application Software
TASK 5: Phase I Surface Water Treatment Plant Application Software Modifications
TASK 6: Phase II Surface Water Treatment Plant and River Intake Application Software
TASK 7: Phase II Recharge/Recovery Wells Application Software
TASK 8: Phase II Pipelines and Surge Tanks Application Software
TASK 9: Overhead Power Lines Application Software
TASK 10: Well Field Maintenance Facility Application Software

3. Provide formal review by senior CH2M HILL application software developers of deliverables identified in the various tasks of this scope of services.

Other Assumptions:

1. CH2M HILL's quality assurance/quality control forms will be used to document results of quality reviews.
2. One CH2M HILL staff will make two trips of three days each to CH2M HILL's software development site to perform quality assurance reviews.

Deliverables:

1. Formal review comments and responses.

TASK 14: APPLICATION SOFTWARE PROJECT MANAGEMENT

Objective: Establish and maintain effective communication and project scope, schedule, and budget control consistent with the final Program Management Plan provided separately by the Program Manager.

Input:

1. Program Management Plan.
2. CITY participation in approving Project Management Plan, workshops and meetings, effective communication, and timely decision-making. Review workshops will be conducted to receive CITY review comments on deliverables.
3. Final Project Management Plan.

Activities: CH2M HILL will perform the following activities:

1. ***Update Project Management Plan (PMP):*** The PMP prepared during final design will be updated for Program Application Software Development Services work activities:

   1.1. Field Safety Instructions (FSI) will be reviewed and updated as needed to reflect work during Program Application Software Development.

   1.2. Project team instructions and work plans will be developed for direction of Program Application Software Development activities.

   1.3. Procedure for managing security sensitive documents and electronic files will be developed.

   1.4. Quality Management Plan will be updated for quality assurance/quality control (QA/QC) activities to be accomplished during Program Application Software Development.

2. ***Project Oversight***

   2.1. Plan, coordinate and oversee PC/S Program Application Software Development Project team activities.

   2.2. Participate in monthly Program Coordination meetings.

3. ***Progress Reporting and Invoicing:***

   3.1. Prepare monthly progress reports and invoices for submittal to Program Manager.

4. ***Subconsulting Agreement Set Up and Administration;*** Subconsultant contracts will be established for:

   4.1. Utility HelpNet, Inc. Services for field support and testing.

Deliverables:

1. Project Management Plan including Field Safety Instructions, Quality Management Plan, Project Team Work Plan, and Document Control Procedures for security sensitive documents and electronic files.
2. Monthly Progress Status Reports.

Other Assumptions:

1. Program coordination meetings will be superseded by Construction Meetings and budget for travel for periodic construction coordination meetings is in Construction Management fee budget.
2. Final Design Phase PMP will be updated.
3. One subconsultant agreement will be executed and administered.

TASK 15: ELECTRONIC FACILITY INFORMATION MANAGEMENT SYSTEM (EFIMS) DEVELOPMENT (OPTIONAL TASK)

Objective: Develop electronic facility information management system framework.

Input:

1. CITY and Program electronic Operations and Maintenance Manual Requirements
2. Design submittal drawings in AutoCAD format/searchable PDF
3. Loop Narratives and Alarm Tables/description submittals for SCADA controls
4. System O&M content submittals defined in O&M Manual Requirements

Activities: CH2M HILL will perform the following activities:

A. Requirements Definition:

1. Conduct two workshops in Wichita with CITY's operations and maintenance staff to determine electronic document management and O&M Manual requirements.
2. Develop a draft eFIMS Requirements and Implementation Memorandum for CITY review defining preferences for user interface, available material to be included in the eFIM, and hardware/software standards to establish the server platform for eFIM.
3. Conduct a teleconference with CITY to receive review comments.
4. Incorporate CITY comments and update eFIMS Requirements and Implementation Memorandum and issue as final.

B. Guidance Document Development

1. Develop draft eFIMS Guidance Document defining standards to be used in the development of the operations manual and provide to the CITY. The draft Guidance Document will include:

    1.1 Graphics Standard

    1.2 User Interface Standard

1.3 Drawing Standard

1.4 Navigation Elements

1.5 Security issues

1.6 File structure including submittal file structure to be distributed to other projects.

1.7 Hyperlinks

2. Develop a draft Operations and Maintenance Documentation Submittal File TM for distribution to other ASR Projects with generic submittal file structure requirements and provide to the CITY for review.

3. Conduct a workshop in Wichita with the CITY to receive review comments.

4. Incorporate review comments and issue Guidance Document and Submittal File TM as final.

C. Develop eFIM Application

1. Using the eFIM Guidance Document, develop an Electronic Facility Information Management System (eFIMS) Application

2. Demonstrate the eFIMS application in a workshop in Wichita with the CITY.

3. Update the eFIMS application incorporating CITY review comments for use with initial document load.

D. Initial Document Load

1. Receive a set of sample documents from the CITY for the initial eFIM document load. The following are included for conversion:

   5 Typical Drawings

   5 Typical O&M Submittals

   1 Operating Procedure

   1 Maintenance Procedure

   2 Electronic documents of CITY's choice (for example existing training videos, contact lists, safety procedures, etc.)

2. Convert and load documents into eFIM

E. Evaluate Existing CITY Documentation for Conversion

1. Evaluate typical examples of MWTP documentation for conversion to electronic files for loading into eFIMS.

2. Prepare a memorandum with an estimate of level of effort required for conversion of existing documentation and provide to CITY.

F. Install eFIMS on CITY Server

1. Prepare an eFIMS User Reference Guide and a Technical Reference Guide and Provide to CITY.

G. Provide the following Training in Use and Maintenance of eFIMS

1. User training consisting of up to 5 two-hour sessions over a two-day period (maximum of 10 students/session). Training will be conducted in Wichita.
2. Administration training for up to six (6) personnel consisting of a single course; course duration limited to 8 hours total.
3. Training materials will be provided for both user training (User Guide) and administration training (Technical Reference Guide).

Deliverables:

1. Draft and final eFIMS Requirements and Implementation Memorandum
2. Draft and final eFIMS Guidance Document
3. Draft and final Operations and Maintenance Documentation Submittal File TM
4. Demonstrate eFIM Pilot
5. Initial document load
6. eFIMS installation on CITY server.
7. Existing CITY Documentation conversion evaluation memorandum
8. Five hard copies and an electronic file for both the eFIMS User Guide and Technical Reference Guide
9. One hard copy and electronic file of Training materials will be provided for both user training (User Guide) and administration training (Technical Reference Guide).

Other Assumptions

1. Two CH2M HILL staff will travel to Wichita for the Requirements Workshop.
2. One CH2M HILL staff will travel to Wichita to demonstrate the eFIMS Pilot, install eFIMS on a CITY server and provide class room training.
3. All applications, content, and user interfaces to be Microsoft compatible.
4. Existing Documentation is available.

5. Conversion of existing documentation will be considered as additional services and effort determined after evaluation of quantity and type of existing documents.

6. eFIMS Pilot development will be on a CH2M HILL computer.

7. CITY will provide a server for use as an eFIM dedicated server on the CITY Network.

   7.1 The Server will be connected via LAN/Wan to all required users.

   7.2 MS SQL Server 5 installed.

   7.3 MS IIS installed.

   7.4 All other required Server applications installed.

TASK 16: APPLICATION INTEGRATION EVALUATIONS (OPTIONAL TASK)

Objective: Evaluate specific application to application links between ASR PC/S, eFIMS, CITY's computerized maintenance management system (CMMS), and define requirements for input to ASR Projects design phase specifications, construction phase scope definitions and criteria for application software provided with packaged systems.

Input: CITY application integration requirements, CMMS Uniform Resource Locator (URL) text/code, Operations and Maintenance Documentation Submittal File Technical Memorandum (Deliverable from Task 3C in PC/S Final Design).

Activities: CH2M HILL will perform the following activities:

1. ***Requirements Definition:***

   1.1 Conduct a workshop with CITY's operations and maintenance staff to determine integration requirements.

   1.2 Develop a draft Application Integration Requirements Definition memorandum and submit to CITY for review

   1.3 Conduct a teleconference to receive CITY review comments and update Application Integration Requirements Definition memorandum and issue final.

2. ***CMMS Integration Evaluation***

   2.1 Conduct a workshop with CITY's operations and maintenance staff to define ASR CMMS general system requirements.

   2.2 Provide focused CMMS recommendations for a web-based CMMS application that can be integrated with the Wonderware® Supervisory Control System. The recommended options and path forward will include:

      2.2.1 List of a minimum of two CMMS applications that can be integrated, and that meet CITY CMMS requirements.

2.2.2 Replacement of existing CMMS and conversion of data to a new CMMS.

2.2.3 Recommendations for review and validation of CMMS data that would need converted to a new CMMS.

2.2.4 Recommendations for installation and training of new CMMS.

2.2.5 Evaluation of requirements, cost and effort for installation and training for a CMMS that can be integrated with the Wonderware® Supervisory Control System.

3. ***eFIMS Integration Evaluation***

3.1 Develop an integration definition for:

3.1.1 Integrating SCADA objects with eFIM database

3.1.2 Integrating SCADA objects with CMMS data

3.1.3 Integrating eFIM database with CMMS

4. ***Integration Options Selection***

Conduct a workshop with the CITY to discuss/review eFIMS, CMMS and Wonderware ®Supervisory Control System integration options and determine path forward.

Deliverables:

1. Meeting Minutes
2. Draft and final Application Integration Requirements Definition memorandum
3. Memorandum documenting requirements, cost and effort for installation and training for a CMMS that can be integrated with the Wonderware® Supervisory Control System
4. List of two CMMS applications that can be integrated, and that meet CITY's ASR CMMS requirements
5. eFIMS Integration Evaluation Memorandum
6. Memorandum documenting eFIMS integration options and recommended path forward

Other Assumptions:

1. Three CH2M HILL staff will travel to Wichita for the Application integration requirements workshops.
2. The CMMS workshop will coincide with the application integration workshop, and not require separate travel.

3. Implementation of integration options is not included and would be additional scope and budget.

APPENDICES

Appendix 1 – Application Software Development Schedule Coordination and Allowances.

Appendix 1 – Application Software Development Schedule Coordination and Allowances.

Note: References to General Contractor (GC) includes GC's Control System Subcontractor and other subcontractors that may be involved in activities shown in the following table. The term "Project" is a generic reference to other ASR Program Phase II Projects.

Schedule Duration Allowance calendar days		Activity
Project Determine	Designer	Project Designer develops and submits Process Flow Diagrams, P&IDs, Preliminary I/O Lists, Block Diagrams, Network Diagrams and Control Strategies to WWU and CH2M HILL.
Project Determine	Designer	Project Designer schedule and conduct sequence of operations workshop with WWU and CH2M HILL to review and explain control strategies
30 days		CH2M HILL and WWU review control strategy submittal
1 day		Project Designer schedule and conduct control strategy submittal review meeting.
Project Determine	Designer	Project Designer incorporate review comments as applicable, update P&IDs, I/O lists, Block Diagrams, Network Diagrams and control strategy descriptions as needed, and submit final copy to CH2M HILL and WWU for use in application software development
Project Coordinate	Designer	Schedule coordination meetings as necessary with CH2M HILL and WWU for reviewing and discussing control strategies during application software development.
TBD days		CH2M HILL develop application software for PLCs and Operator Workstations
21 days		CH2M HILL submit workstation screen displays for Project Designer and WWU Review
Project Coordinate	Designer	Project Designer schedule review meeting and return comments to CH2M HILL
TBD days		CH2M HILL update workstation screen displays as needed.
5 days		CH2M HILL conduct Staging Site Demonstration Test. Project Designer and WWU witness
GC Determine		General Contractor install PLCs, Workstations and control system data communications networks.
5 days		CH2M HILL loads initial software in installed PLCs and workstations to permit communications testing.
N/A		At the option of WWU, CH2M HILL conducts training in use of software for WWU Operations and Maintenance staff

Schedule Duration Allowance calendar days	Activity
GC Determine	GC conducts required training
GC Determine	General Contractor schedules and coordinates communication testing of installed PLCs and workstations.
5 days	CH2M HILL loads balance of application software in PLCs and operator workstations for operational readiness testing.
TBD	CH2M HILL conducts operations and maintenance training in use of application software, PLCs and computer workstations.
GC Determine	General Contractor schedules and coordinates operational readiness testing
GC Determine	General Contractor schedules and coordinates performance acceptance testing (PAT). WWU and Project Designer witness PAT of software.
As Required	General Contractor and CH2M HILL Tune Control Loops and Punch List Clean Up

Exhibit D – Compensation

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

Design Services Agreement

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services, Designer Services During Construction and Application Software Development Services

for

Process Control and Supervisory Control and Data Acquisition System

Exhibit D

Compensation:

This Exhibit D to Supplemental Agreement No. 4 lists compensation for the following project:

Exhibit D.1 - Compensation for Construction Management and Designer Services During Construction Process Control and SCADA Implementation (CM/SDC)
Exhibit D.2 - Compensation for Application Software Development Services

Exhibit D.3 – Per Diem Schedule to Add 2011 and 2012 Rates

This Exhibit D supersedes all prior written or oral understandings of the compensation, and may only be changed by mutual agreement of both parties.

This is a billing rates contract with a not-to-exceed limit as defined in this attachment. CH2M HILL, Inc. (CH2M HILL) cannot exceed the contract limit without prior written authorization from the Program Project Manager. As such, CH2M HILL's compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly rate for that employee or employee's job classification. Labor-related charges include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and subconsultant services will be reimbursed at CH2M HILL's cost.

This is a task-based budget, so labor and expenses must be invoiced on a per-task basis. It is allowable, within reason, for CH2M HILL to exceed the budget on a task(s) as long as CH2M HILL's costs do not exceed the agreed upon contract limit.

CM/SDC: The contingency (supplemental services budget) presented in CH2M HILL's fee estimates is not part of the not-to-exceed limit and cannot be used without prior written authorization from the Program Construction Administration Manager (CAM). Instead, the purpose of the contingency is to make an allowance for changes to CH2M HILL's scope of work that could occur during the course of construction. If this contingency is needed, CH2M HILL will submit a full analysis and report to the Program CAM that provides all the necessary information to render a decision on whether to approve or disapprove of releasing contingency.

Application Software Development Services: The contingency presented in CH2M HILL's fee estimates is not part of the not-to-exceed limit and cannot be used without prior written authorization from the Program Project Manager. Instead, the purpose of the contingency is

to make an allowance for changes to CH2M HILL's scope of work that could occur during the course of application software development. If this contingency is needed, CH2M HILL will submit a full analysis and report to the Program Project Manager that provides all the necessary information to render a decision on whether to approve or disapprove of releasing contingency.

Exhibit D.1

CH2MHILL

Compensation for Construction Management and Designer Services During Construction

	Task	Subtotals	Exhibit Subtotals
	Fee Budget for Exhibit A Construction Management Services		
TASK 1	Construction Management		$ 369,103.80
TASK 2	Construction Contract Administration	Included in TASK 1	
TASK 3	Coordination with Design Services During Construction (SDC)	Included in TASK 1	
TASK 4	Quality Assurance/Quality Control	Included in TASK 1	
TASK 5	Testing and Inspections		$ 5,000.00
TASK 6	Construction Schedule	Included in TASK 1	$
TASK 7	Insurance and Safety		$ 7,354.00
TASK 8	Change Orders and Claims		$ 18,026.00
TASK 9	Surveying		$ 5,000.00
TASK 10	Temporary Facilities and Staging	Included in TASK 1	
TASK 11	Equipment Testing, Training, and Startup	Included in TASK 1	$
TASK 12	Record Drawings Verifications		$ 14,555.20
TASK 13	Supplemental Services		$ 43,443.00
	Construction Management Services Subtotal		**$ 462,482.00**
	Fee Budget for Exhibit B Designer Services During Construction		
TASK 1	Document Review		$ 145,581.00
TASK 2	Designer Field Services		$ 154,403.70
TASK 3	Non-Conformance by the Contractor		$ 7,210.40
TASK 4	Testing and Inspections		$ 16,083.20
TASK 5	Construction Change Orders & City Directive Allowance		$ 55,690.00
TASK 6	Equipment Testing, Training, and Startup		$ 40,468.80
TASK 7	Development of Final Project Documents		$ 30,385.40
	Subtotal for Designer Services During Construction		**$ 449,822.50**
	TOTAL OF CONSTRUCTION MANAGEMENT, DESIGNER SERVICES DURING CONSTRUCTION AND SUPPLEMENTAL SERVICES		**$ 912,304.50**

Exhibit D.2

CH2MHILL

Compensation for Application Software Development Services

Fee Budget for Exhibit C Application Software Development Services

SW.01.A0 - Procure Development Hardware and Support	$ 87,783.00
SW.01.B0 - Develop SIDG	$ 73,608.00
SW.01.C0 - Develop Software Testing Guidelines and Forms	$ 11,480.00
SW.01.D0 - Maintain Staging Site Development System	$ 14,208.00
SW.01.E0 - Packing and Shipping	$ 2,488.00
SW.02.A0 - Develop ASR PLC Templates	$ 93,247.00
SW.02.B0 - Develop ASR ArchestrA Objects	$140,329.00
SW.03.A0 - Microwave System Implementation	$ 31,019.00
SW.03.B0 - Wide Area Network and Local Area Network Integration	$ 30,712.20
SW.03.C0 - Ethernet Master Radio Integration	$ 27,047.60
SW.04.A0 - Develop Sequence of Operations & Point Lists	$ 32,516.00
SW.04.B0 - Graphic Screens Definition	$ 10,468.00
SW.04.C0 - PLC Programming	$ 36,792.00
SW.04.D0 - SCS Programming	$ 30,004.00
SW.04.E0 - Historical Data Collection Definition	$ 3,160.00
SW.04.F0 - Staging Site Testing	$ 5,487.60
SW.04.G0 - ORT/PAT Testing	$ 28,660.00
SW.05 - SWTP 1 Software	$ 23,227.35
SW.06.A0 - Develop Sequence of Operations & Point Lists	$ 44,760.00
SW.06.B0 - Balance of Plant Screen Definition	$ 44,332.00
SW.06.C0 - Membrane System Screen Definition	$ 54,088.00
SW.06.D0 - PLC Programming	$ 63,346.00
SW.06.E0 - SCS Programming	$ 69,502.00
SW.06.F0 - Staging Site Testing	$ 22,786.40
SW.06.G0 - Software Preload & Computer Hardware Configuration	$ 10,546.00
SW.06.H0 - ORT Testing	$ 74,250.00
SW.06.I0 - PAT Testing	$ 92,548.00
SW.07.A0 - Develop Sequence of Operations & Point Lists	$ 9,760.00
SW.07.B0 - Screen Definition	$ 10,268.00
SW.07.C0 - PLC Programming	$ 22,096.00
SW.07.D0 - SCS Programming	$ 20,052.00

SW.07.E0 - Staging Site Testing	$ 3,160.00
SW.07.F0 - ORT/PAT Testing	$ 48,370.00
SW.08 - Pipelines & Surge Tanks Software	$ 67,299.60
SW.09 - Overhead Power Lines Software	$ 33,908.80
SW.10 - Well Field Maintenance Facility Software	$ 23,076.40
SW.11 - Main Water Treatment Plant Software	$ 10,975.20
SW.12.A0 - System Wide Support	$ 20,468.40
SW.12.B0 - SWTP1 Support	$ 6,842.00
SW.12.C0 - SWTP2 & River Intake Support	$ 91,548.00
SW.12.D0 - Recharge/Recovery Wells Support	$ 19,568.40
SW.12.E0 - Pipelines & Surge Tanks Support	$ 15,382.80
SW.12.F0 - Overhead Power Lines Support	$ 1,244.00
SW.12.G0 - Well Field Maintenance Facility Support	$ 2,488.00
SW.12.H0 - Reports Development	$ 7,316.80
SW.12.I0 - Archestra Application Merging	$ 40,964.00
SW.13 - Formal Reviews	$ 44,202.80
SW.14 - Application Software Project Management	$271,082.35
Subtotal for SW	**$1,928,468.70**
SW.CT - Program Contingency	$192,847.00
OPTIONAL TASKS	
SW.15.A0 - Requirements & Implementation Definition	$ 14,680.00
SW.15.B0 - Guidance Document Development	$ 15,015.00
SW.15.C0 - Develop eFIM Pilot	$ 20,433.00
SW.15.D0 - Initial Document Load	$ 10,318.00
SW.15.E0 - Evaluate Existing City Documentation	$ 3,438.00
SW.15.F0 - Install eFIMS on City Server	$ 5,732.00
SW.15.G0 - Provide User Training	$ 7,132.00
SW.16 - Application Integration Evaluations (Optional)	$ 38,662.00
TOTAL WITH CONTINGENCY AND OPTIONAL TASKS	**$ 2,236,725.70**

Exhibit D.3 – Per Diem Schedule

Exhibit D.3 to Add 2011 and 2012 Rates to

Per Diem Schedule No. 1 for

Process Control and Supervisory Control and Data Acquisition System Project

Labor

Per Diem Codes	2010 Rates*	2011 Rates*	2012 Rates*	Typical Labor Billing Titles**
01	260.00	268.00	276.00	Senior Program Manager; Senior Technology Fellow
02	243.00	250.25	257.75	Program Manager, Technology Fellow
03	222.00	228.65	235.50	Client Service Manager, Senior Project Manager, Principal Technologist
04	195.00	200.85	206.85	Project Manager/Sr. Technologist
05	173.00	178.25	183.5	Associate Project Manager, Engineer Specialist, Construction Manager 3
06	151.00	155.50	160.00	Project Engineer, Construction Manager 2
07	130.00	134.00	138.00	Associate Engineer, Construction Manager 1
08	108.00	111.25	115.00	Staff Engineer 2
09	92.00	95.00	97.85	Staff Engineer 1
10	92.00	95.00	97.85	Staff Engineer 0
11	141.00	145.25	150.00	Engineering/CAD Tech 5
12	119.00	122.50	126.00	Engineering/CAD Tech 4
13	103.00	106.00	109.00	Engineering/CAD Tech 3
14	87.00	90.00	92.00	Engineering/CAD Tech 2
15, 16	81.00	83.50	86.00	Engineering/CAD Tech 1
19	87.00	90.00	92.00	Office/Clerical/Accounting
19	52.00	55.00	57.00	Site Clerical; Site Project Accounting Assistant;

** Labor rates are subject to annual escalations*
***Billing rates based on each individual's assigned per diem code; typical labor billing titles are provided for information only and are not a complete listing of available titles*

Expenses

Travel & Living Expenses	Actual costs
Auto Mileage	IRS rate
Subcontractors	Actual costs
Other Direct Expenses	Actual Costs

Exhibit E Schedules

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

Exhibit E.1 - Schedule For Construction Management Services and Designer Services During Construction

Exhibit E.2 - Schedule For Application Software Development Services

for

Process Control and Supervisory

Control and Data Acquisition System

Exhibit E.1

Schedule For

Construction Management Services and Designer Services During Construction

MILESTONE SCHEDULE

This Exhibit E.1 includes a summary of projected schedule milestones for the following project:

A: Process Control and SCADA Construction Management Services

This Exhibit E.1 supersedes all prior written or oral understandings of the Process Control and SCADA Implementation Milestone Schedule, and may only be changed by mutual agreement of both parties.

The milestone dates were developed based upon the ASR Program Project Construction Sequencing Schedule dated November 23, 2009.

Task No.	Task Description	Finish
	CONSTRUCTION MANAGEMENT SERVICES	
TASK 1	Construction Management	9/16/11
TASK 2	Construction Contract Administration	9/16/11
TASK 3	Coordination with Design Services During Construction (SDC)	9/16/11
TASK 4	Quality Assurance/Quality Control	9/16/11
TASK 5	Testing and Inspections	9/16/11
TASK 6	Construction Schedule	9/16/11
TASK 7	Insurance and Safety	9/16/11
TASK 8	Change Orders and Claims	9/16/11
TASK 9	Surveying	12/31/10
TASK 10	Temporary Facilities and Staging	9/16/11
TASK 11	Equipment Testing, Training, and Startup	9/16/11
TASK 12	Record Drawings Verifications	9/16/11
	DESIGNER SERVICES DURING CONSTRUCTION	
TASK 1	Document Review	2/28/11
TASK 2	Designer Field Services	9/16/11
TASK 3	Non-Conformance by the Contractor	9/16/11
TASK 4	Testing and Inspections	9/16/11
TASK 5	Construction Change Orders & City Directive Allowance	12/31/11
TASK 6	Equipment Testing, Training, and Startup	12/31/11
TASK 7	Development of Final Project Documents	12/31/11

Exhibit E.2

Schedule For

Application Software Development Services

MILESTONE SCHEDULE

This Exhibit E.2 includes a summary of projected schedule milestones for the following project:

A: Process Control and SCADA Program Application Software Development Services

This Exhibit E.2 supersedes all prior written or oral understandings of the Process Control and SCADA Implementation Milestone Schedule, and may only be changed by mutual agreement of both parties.

Task No.	Task Description	Finish
TASK 1	Systems Integration Design Guide (SIDG) Development, Development System and Documents (Note 1)	4/16/10
TASK 2	ASR PLC Template and ArchestrA Object Design	4/16/10
TASK 3	Network Configuration and Integration (Notes 2, 3 and 4)	12/1/10
TASK 4	System Wide Monitoring and Control Application Software (Note 5)	8/23/11
TASK 5	Phase I Surface Water Treatment Plant Application Software Modifications (Note 5)	12/1/10
TASK 6	Phase II Surface Water Treatment Plant and River Intake Application Software (Note 5)	9/14/11
TASK 7	Phase II Recharge/Recovery Wells Application Software (Note 5)	5/27/11
TASK 8	Phase II Pipelines and Surge Tanks Application Software (Note 5)	5/11/11
TASK 9	Overhead Power Lines Application Software (Note 5)	3/23/11

Task No.	Task Description	Finish
TASK 10	Well Field Maintenance Facility Application Software (Note 5)	12/1/10
TASK 11	Main Water Treatment Plant Application Software Modifications (Note 6)	12/18/11
TASK 12	Support Activities	12/18/11
TASK 13	Quality Assurance Reviews	12/18/11
TASK 14	Application Software Development Project Management	7/31/12
TASK 15	Electronic Facility Information Management System (eFIMS) Development (Optional Task)	4/16/10
TASK 16	Application Integration Evaluations (Optional Task)	4/16/10

Notes:

1. Task 1: Date shown is for initial SIDG issue. Updates and maintenance will continue for the duration of the Project.
2. Task 3: Microwave Radio System Completion date definition is dependent upon City IT/MAN Project schedule.
3. Task 3: Initial implementation of Wide Area Network and Ethernet Master Radios completion is dependent upon availability of power and supporting infrastructure at the Phase II Surface Water Treatment Plant and/or Well Field Maintenance Facility.
4. Task 3: Finish dates for remote sites connecting to Ethernet master radios will be determined by individual ASR Program Construction schedules.
5. Tasks 4 through 10: Date shown is for completion of Operational Readiness Test. Services under Task 12 for training City staff and for post acceptance support extend beyond this date.
6. Task 12: Completion will be dependent upon other ASR Phase II Projects commissioning and completion schedules.

Exhibit F – Subconsulant Proposals

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services, Designer Services During Construction and Application Software Development Services

for

Process Control and Supervisory Control and Data Acquisition System

The Operating Support you need...
When you need it.

November 9, 2009

Rich Emanuel
CH2M Hill

Dear Rich,

Thank you for the opportunity for **Utility HelpNet, Inc.** to provide ongoing engineering service to CH2M Hill and the City of Wichita.

We are pleased to submit a quote for engineering services related to the WWU/PCS Construction Management Services Scope of Work V0.1.doc.

Task	Description	2010 Hours	2011 Hours	Labor Cost	Travel & Mileage
Task 1	Document Review				
	1.1 Review and Acceptance of Submittals	48	0	6,000	0
	1.2 Sample & Test Specimens	0	0	0	0
	1.3 Review and Answer Request for Information	32	0	4,000	0
	1.4 Review Deductive Alternate Proposals	16	0	2,000	0
Task 2	UHN Field Services				
	2.1 Meeting Attendance	40	40	10,000	600
	2.2 Site Visits	40	40	10,000	1200
	2.3 Const. Chg. Orders & City Directive Allowance				
	2.3.1 Design Change Drawings	40	40	10,000	200
	2.3.2 Work Change Directives	16	16	4,000	0
	2.3.3 Field Orders	16	16	4,000	200
	2.4 Equipment Testing, Training, and Startup				
	2.4.1 Evaluate Capability to Startup	0	24	3,000	200
	2.4.2 Startup	0	72	9,000	1000
	2.4.3 Training Assistance by UHN	0	16	2,000	500
	2.4.4 Document and Plan Reviews	0	48	6,000	100
Sub-Total		**248**	**312**	**$70,000**	**$4,000**

Total cost - $74,000. This includes labor costs, expenses, and equipment rental

Please feel free to call if you have any questions regarding this proposal. We look forward to working with you on this project.

Sincerely,

Cris Naegele

Cris Naegele, Chief Operations Officer

PO Box 9286, Wichita, KS, 67277
(800) 993-1843
www.utilityhelpnet.com

Utility HelpNet, Inc.
Construction Management Phase Scope of Work

INTRODUCTION

CH2M HILL, Inc. is under contract to Construction Management Services and Designer Services During Construction for the Process Control and Supervisory Control and Data Acquisition (PC/S) System for the Aquifer Storage and Recovery (ASR) Phase II Program and the telemetry system for all Phase II facilities, including existing remote sites and new remote sites. Under this contract CH2M HILL will provide a Construction Manager (CM) for the ASR Project Controls/Supervisory Control and Data Acquisition (PC/SCADA) construction. The ASR Program Manager will assign a Construction Administration Manager (CAM) who will represent the City of Wichita (City) and be the PC/S CM's primary communication with the City.

Wherever the term City appears in this Scope of Services, it refers to the Program Manager's CAM. Whenever the term CM appears in this scope of services it refers to CH2M HILL's PC/S CM.

Utility HelpNet, Inc. (UHN) shall assist CH2M HILL with the Designer Services During Construction (SDC) by providing services defined in this scope of work.

ASSUMPTIONS

- Total project schedule for completing the SDC Services is approximately eighteen months, commencing approximately April 15, 2010 following authorization to proceed to be issued by the CITY.
- Communications by UHN with the City or other ASR Phase II Program Projects will be through CH2M HILL.
- Access will be provided by the ASR Program Construction Manager or the City to sites for SDC services for the days when these visits are scheduled.
- UHN shall provide services up to the amount included in its fee budgets.
- Assumptions used for calculating fee budgets are included with each task.

UHN SCOPE OF SERVICES

UHN shall provide services as requested by CH2M HILL for the following (task numbers are designated to coordinate with CH2M HILL's scope of services):

Task 1: Document Review

1.1 Review and Acceptance of Submittals

CH2M HILL shall receive Contractor Submittals and shop drawings electronically as provided by the CM. Designer shall review the submittals for accuracy and acceptability to the design drawings and specifications. Upon review Designer shall mark the submittals:

- **Approved:** Contractor may incorporate product(s) or implement work covered by submittal.
- **Approved as Noted:** Contractor may incorporate product(s) or implement work covered by the submittal in accordance with Designer's notations.
- **Rejected-Resubmit:** Contractor may not incorporate the product(s) or implement work covered under the submittal and must resubmit the entire submittal.
- **Not Subject to Review:** Submittals not required by Contract Documents.

Upon request by CH2M HILL, UHN shall assist CH2M HILL with review of submittals. Submittals reviewed by UHN shall then be returned to the CH2M HILL for logging and return to the CM. Contractor shall be allowed no more than two separate reviews per submittal. Additional reviews required for any submittal beyond two shall be at the Contractor's expense.

Assumption: UHN shall assist CH2M HILL with the review of three electrical submittals (Division 26) and three Process Integration submittals (Division 40).

1.2 Samples and Test Specimens (no UHN involvement)

1.3 Review and Answer Request for Information (RFI)

CH2M HILL shall receive RFIs electronically from the CM. Upon request by CH2M HILL, UHN shall evaluate Contractor's questions to determine if the answer will cause a change that has cost or time impact to the Contractor's contract. All answers should include written and diagrammatic information as needed that is clear and concise. UHN responses shall be provided to CH2M HILL for logging and return to the Contractor.

Assumption: UHN shall assist CH2M HILL with the review of 8 RFIs.

1.4 Review Deductive Alternate Proposals

At CH2M HILL's request, UHN shall review cost reduction proposals and provide an opinion regarding the value of the proposed change. CH2M HILL shall have the responsibility to determine if a deductive alternative will meet the Project requirements and make a recommendation to the City, through the CAM, to accept or reject a proposed change.

Assumption: UHN shall assist CH2M HILL with the review of 2 deductive alternate proposals.

Task 2: UHN Field Services

2.1 Meeting Attendance
UHN shall attend progress meetings as requested by CH2M HILL. UHN will be prepared to report on status of submittal review(s) and RFI answer process. UHN may be requested to observe specific site issues for comment and review. Those site visits will be coordinated by CH2M HILL.
UHN may also be requested to attend special meetings regarding problem issues, functional testing, scheduling, change orders, and others.

Assumption: UHN shall attend twenty meetings.

2.2 Site Visits
Upon request by CH2M HILL, UHN shall visit and observe site conditions, work status, quality of work being performed, means, and methods at any time as work progresses. CH2M HILL requests that UHN check in with ASR Program Construction Manager's office upon entry on site. UHN is to inform CH2M HILL of any problem areas, issues, concerns, and or direction he/she has given to Contractor, prior to leaving the site. UHN will follow up with a written report to CH2M HILL covering these and other observations that were made during his/her visit.

UHN may provide field engineering services, during site visits, at the request of CH2M HILL.

Assumption: UHN shall make twenty site visits.

2.3 Construction Change Orders & City Directive Allowance
(Note: Reference Task 5 in CH2M HILL's Scope of Services)

2.3.1 Design Change Drawings
Upon request by CH2M HILL, UHN shall assist CH2M HILL by conducting field investigations or providing other information to assist CH2M HILLwith the preparation of drawings, specifications and other information for proposed changes, for issue by CH2M HILL to the CM.

2.3.2 Work Change Directives
Upon request by CH2M HILL, UHN shall assist CH2M HILL with review of draft Work Change Directives and provide comments or recommendations on suitability of the Work Change Directive.

2.3.3 Field Orders
Upon request by CH2M HILL, UHN shall assist CH2M HILL with review of draft Field Orders and provide comments or recommendations on suitability of the Field Order.

Assumption: UHN shall assist CH2M HILL with the preparation and review of two design changes, four work change directives and four field orders.

2.4: Equipment Testing, Training, and Startup
(Note: Reference Task 6 in CH2M HILL's Scope of Services)

2.4.1 Evaluate Capability to Startup
When requested by CH2M HILL, UHN shall conduct an investigation regarding the readiness for startup. UHN shall review all records from functional and performance testing, and meet with CH2M HILL to review the start-up plan. Following acceptance of the startup plan, completion of all functional and performance testing, and receipt of all manufacturer's certificates, UHN shall issue a readiness for startup recommendation to CH2M HILL.

2.4.2 Startup
Upon request by CH2M HILL, UHN shall be responsible to perform startup of the project systems, including adjusting and balancing to achieve the design operating performance and efficiency. In addition, UHN shall:

- Assist the City in activities related to the initial operation of any equipment installed by the Contractor.
- Review the completion status of facilities and advise CH2M HILL regarding the readiness for startup.
- Direct Contractor trade personnel provided to assist with startup activities.
- Conduct a daily startup meeting to coordinate all startup activities.

Upon request by CH2M HILL, UHN will also provide assistance and advice to the Contractor during the performance test period.

2.4.3 Training Assistance by UHN
Upon request by CH2M HILL, UHN shall conduct training sessions to familiarize the City's staff with proper operation of the newly constructed facilities.

2.4.4 Document and Plan Reviews
Upon request by CH2M HILL UHN shall review the documents and plans for general compliance with the requirements of the Contract Documents and review comments provided to CH2M HILL. Documents and plans may include:

- Operations and Maintenance Manuals
- Maintenance Summaries
- Testing Plans and Schedules

Assumption: UHN shall assist CH2M HILL with three capability to startup evaluations, three site startups, one training session on Ethernet radios, and three document and plan reviews.

Scope of Services

Application Development for Wichita ASR

Prepared for

CH2M HILL

11/10/2009

Prepared by

C R I + I G E N

Application Development for Wichita ASR

Purpose

The following scope of services will be a task order under the Master Services Agreement (MSA) between CH2M HILL Inc ("CH2M HILL") and Critigen LLC ("Critigen"). The Terms and Conditions from the MSA will apply to this scope with additional flow downs as specified in the City of Wichita ASR Program - Diversion Well Investigation/Project Flow-Down Provisions from Agreement for Professional Design Services Dated July 28 2009 and the Revised Non-discrimination and Equal Employment Opportunity/Affirmative Action Program requirements.

Scope

All work performed under this task order will under the direction of a CH2M HILL project manager.

General Assumptions:

The overall objective of CH2M HILL's project is to develop and implement the SCADA system application software for the Aquifer Storage and Recovery (ASR) Phase II Program and the telemetry system for all ASR Phase II facilities, including existing remote sites and new remote sites.

The SCADA System application software development and implementation will be conducted by CH2M HILL as a series of tasks. CRITIGEN will assist CH2M HILL by performing tasks described in this scope of services.

The following key assumptions were made in the compilation of this scope of work and the associated fee estimate.

1. Total project schedule for completing the PC/S application software development and implementation services is approximately thirty-nine months, including a twelve month post acceptance support, following authorization to proceed to be issued by the CITY.
2. CH2M HILL will coordinate with the City of Wichita Information Technology (IT) department for the development of the ASR WAN, including IP addressing and provide IP addresses to the other ASR Projects.
3. CITY (CITY) staff, Program Management staff and Project Designers will be available for workshops as needed to address topics relevant to their areas of expertise or responsibility.
4. Access will be provided to CITY-owned sites for the days when these visits are scheduled for investigations or for implementing, testing or maintaining software.

5. Timely review of documents submitted for review will be provided. For scheduling, the CITY review period is assumed to be fifteen (15) working days.

6. Design documents, studies, and other such documentation that may be available and useful for sites or systems being programmed will be provided to CRITIGEN by CH2M HILL, and will be in electronic format when available in such format; i.e., native or archive file format.

7. The project team will continue to work during progress submittals and reviews.

8. The City's IT MAN Project Construction contractor and the PC/SCADA Construction Contractor will be responsible for installing and testing microwave radios and network hardware and interconnecting cabling within the scope boundaries of their contract.

9. Post acceptance services shall be provided as defined in the scope of services for each task.

   9.1 Post acceptance services shall be provided during normal working hours. CRITIGEN shall respond to requests for post acceptance services within one business day and initiate action within two days. Normal working hours are 8 AM to 5 PM local Denver time Monday through Friday, except for CRITIGEN authorized holidays.

   9.2 Post acceptance services will be provided up to the amount included in the fee budget for post acceptance services.

Wichita RFP Task 3: Networks Configuration and Implementation

Subtask A: Wide Area Network Communications - Microwave Network

Objective:

1. Detail how configuration and implementation of network devices will be accomplished and coordinated with the City Information Technology (IT) Metropolitan Area Network (MAN) Project microwave radio implementation and with City IT implementation of connectivity to existing City networks.

2. Configure and Test Wide Area Network (WAN) Routers and Switches.

3. Commission Point to Point WAN Communications Between all ASR Microwave Towers and City IT/MAN Connections.

4. Document Final WAN SCADA Network Configuration.

Input:

1. WAN Design

Activities: CRITIGEN will work with CH2M HILL to perform the following activities:

1. ***Implementation Plan Development***

1.1 Develop Detailed Implementation Plan.

1.2. Coordinate Implementation Plan with City IT.

1.2.1. Workshop (1) with City IT

1.2.2. Finalize and incorporate City IT and WWU comments

2. *Configure SCADA Side WAN Routers and Switches*

2.1 In collaboration with City IT determine required configuration parameters.

2.2 In collaboration with City IT establish configure WAN network devices and verify configuration is correct.

3. *Test and Document SCADA Side WAN Routers and Switches*

3.1 Develop test plan.

3.2 Test SCADA Side WAN Configuration.

3.2.1 Test all failure modes and communications paths.

3.2.2 Document Final Configuration in an archive backup configuration file.

4. *Provide Post Acceptance:* Provide follow-up support to allow for changes and additions as familiarity with the system is gained by CITY users.

4.1 On site support is defined as assistance on-site in the identification and possible modification to the application programs provided by the scope, testing and acceptance of the system.

4.2 Telephone support will be dedicated to questions or problems that arise during startup and performance evaluation of the facility. This support is intended to provide help that may be necessary to assist operations staff or the construction contractor in the day-to-day operations and any emergency support that may be necessary for the facility to remain in operation.

4.3 Post Acceptance support is provided up to the amount included in the fee budget for individual tasks.

Other Assumptions:

1. The City's MAN contractor will install and test microwave radios and verify radio communication for each link is working satisfactorily and per specifications.

2. City IT will establish MAN connection and configuration.

3. Configuration of SCADA side WAN Routers and Switches will require travel to Wichita by one CRITIGEN staff for one work week (five days). The schedule for configuration will be provided by the City IT/MAN Project a

minimum 14 calendar days in advance to CH2M HILL and CRITIGEN for acceptance.

4. Testing of SCADA side WAN Routers and Switches will require two trips of five days each to Wichita by one CRITIGEN staff. The schedule for testing will be provided 14 calendar days in advance to the Program Manager for acceptance.

5. CRITIGEN will correct deficiencies discovered during testing of CRITIGEN's work within 2 calendar days. WAN router/switch configuration and testing will be completed within 30 calendar days of the microwave radio testing acceptance.

Deliverables:

1. Updated WAN Visio Diagrams
2. WAN Test Plan
3. WAN Test Results

Wichita RFP Task 15: ELECTRONIC FACILITY INFORMATION MANAGEMENT SYSTEM (eFIMS) DEVELOPMENT (optional task)

Objective: Develop electronic facility information management system framework.

Input:

1. CITY and Program electronic Operations and Maintenance Manual Requirements
2. Design submittal drawings in AutoCAD format/searchable PDF
3. Loop Narratives and Alarm Tables/description submittals for SCADA controls
4. System O&M content submittals defined in O&M Manual Requirements

Activities: CRITIGEN will perform the following activities:

A. Requirements Definition:

1. Conduct two workshops in Wichita with CITY's operations and maintenance staff to determine electronic document management and O&M Manual requirements.
2. Develop a draft eFIMS Requirements and Implementation Memorandum for CITY review defining preferences for user interface, available material to be included in the eFIM, and hardware/software standards to establish the server platform for eFIM.

3. Conduct a teleconference with CITY to receive review comments.

4. Incorporate CITY comments and update eFIMS Requirements and Implementation Memorandum and issue as final.

B. Guidance Document Development

1. Develop draft eFIMS Guidance Document defining standards to be used in the development of the operations manual and provide to the CITY. The draft Guidance Document will include:

   1.1 Graphics Standard

   1.2 User Interface Standard

   1.3 Drawing Standard

   1.4 Navigation Elements

   1.5 Security issues

   1.6 File structure including submittal file structure to be distributed to other projects.

   1.7 Hyperlinks

2. Develop a draft Operations and Maintenance Documentation Submittal File TM for distribution to other ASR Projects with generic submittal file structure requirements and provide to the CITY for review.

3. Conduct a workshop in Wichita with the CITY to receive review comments.

4. Incorporate review comments and issue Guidance Document and Submittal File TM as final.

C. Develop eFIM Application

1. Using the eFIM Guidance Document, develop an Electronic Facility Information Management System (eFIMS) Application

2. Demonstrate the eFIMS application in a workshop in Wichita with the CITY.

3. Update the eFIMS application incorporating CITY review comments for use with initial document load.

D. Initial Document Load

1. Receive a set of sample documents from the CITY for the initial eFIM document load. The following are included for conversion:

   5 Typical Drawings

   5 Typical O&M Submittals

   1 Operating Procedure

   1 Maintenance Procedure

2 Electronic documents of CITY's choice (for example existing training videos, contact lists, safety procedures, etc.)

2. Convert and load documents into eFIM

E. Evaluate Existing CITY Documentation for Conversion

1. Evaluate typical examples of MWTP documentation for conversion to electronic files for loading into eFIMS.

2. Prepare a memorandum with an estimate of level of effort required for conversion of existing documentation and provide to CITY.

F. Install eFIMS on CITY Server

1. Prepare an eFIMS User Reference Guide and a Technical Reference Guide and Provide to CITY.

G. Provide the following Training in Use and Maintenance of eFIMS

1. User training consisting of up to 5 two-hour sessions over a two-day period (maximum of 10 students/session). Training will be conducted in Wichita.

2. Administration training for up to six (6) personnel consisting of a single course; course duration limited to 8 hours total.

3. Training materials will be provided for both user training (User Guide) and administration training (Technical Reference Guide).

Deliverables:

1. Draft and final eFIMS Requirements and Implementation Memorandum

2. Draft and final eFIMS Guidance Document

3. Draft and final Operations and Maintenance Documentation Submittal File TM

4. Demonstrate eFIM Pilot

5. Initial document load

6. eFIMS installation on CITY server.

7. Existing CITY Documentation conversion evaluation memorandum

8. Five hard copies and an electronic file for both the eFIMS User Guide and Technical Reference Guide

9. One hard copy and electronic file of Training materials will be provided for both user training (User Guide) and administration training (Technical Reference Guide).

Other Assumptions

1. One CH2M HILL staff and one CRITIGEN staff will travel to Wichita for the Requirements Workshop.
2. One CRITIGEN staff will travel to Wichita to demonstrate the eFIMS Pilot, install eFIMS on a CITY server and provide class room training.
3. All applications, content, and user interfaces to be Microsoft compatible.
4. Existing Documentation is available.
5. Conversion of existing documentation will be considered as additional services and effort determined after evaluation of quantity and type of existing documents.
6. eFIMS Pilot development will be on a CRITIGEN computer.
7. CITY will provide a server for use as an eFIM dedicated server on the CITY Network.
    - 7.1 The Server will be connected via LAN/Wan to all required users.
    - 7.2 MS SQL Server 5 installed.
    - 7.3 MS IIS installed.
    - 7.4 All other required Server applications installed.

Project Schedule

The expected period of performance of this project is 9/11/2009 - 12/31/2011. Critigen will commence work within 1 week of receiving a written notice to proceed with the project.

Compensation

Compensation and rates are shown in Table 1. These rates are based on the 3.143 multiplier that was in effect at the time of the sale the EMS business unit to Golden Gate Capital on September 11, 2009. Per this sales agreement, any existing projects are to continue at the September 11, 2009 rates.

Critigen will provide staff in support of the services described above on a Time and Materials basis at the hourly rates. The estimated total price for this scope of services is $$89,473.65

Critigen shall provide CH2M HILL a monthly invoice along with a summary of activities performed under this Task Order. Critigen will make reasonable efforts to complete the work within the budget and will keep CH2M HILL informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

This proposal is effective for 90 days.

Table 1: Compensation and Rates

Description	Qty	Unit	Rate	Total
Task 3 Labor (2009)				
System Support 3 (Jason Abbott)	176	hours	$146.34	$26,399.39
Travel (1 Person)				
	1	Trip		$2,310.00
Sub Total				**$28,709.39**
Task 15 A0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	9	hours	$140.91	$1,268.21
Software Architect / Developer 2, (Mike Dennison) - 2011	19	hours	$144.43	$2,744.26
Travel (1 Person)				
	1	Trip		$900.00
Sub Total				**$4,912.46**
Task 15 B0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	26	hours	$140.91	$3,663.70
Software Architect / Developer 2, (Mike Dennison) - 2011	54	hours	$144.43	$7,799.46
Sub Total				**$11,463.17**
Task 15 C0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	40	hours	$140.91	$5,636.47
Software Architect / Developer 2, (Mike Dennison) - 2011	84	hours	$144.43	$12,132.50
Sub Total				**$17,768.96**
Task 15 D0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	23	hours	$140.91	$3,240.97
Software Architect / Developer 2, (Mike Dennison) - 2011	49	hours	$144.43	$7,077.29
Sub Total				**$10,318.26**
Task 15 E0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	8	hours	$140.91	$1,127.29
Software Architect / Developer 2, (Mike Dennison) - 2011	16	hours	$144.43	$2,310.95

Sub Total				**$3,438.25**
Task 15 F0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	13	hours	$140.91	$1,831.85
Software Architect / Developer 2, (Mike Dennison) - 2011	27	hours	$144.43	$3,899.73
Sub Total				**$5,731.58**
Task 15 G0 Labor				
Software Architect / Developer 2, (Mike Dennison) - 2010	13	hours	$140.91	$1,831.85
Software Architect / Developer 2, (Mike Dennison) - 2011	27	hours	$144.43	$3,899.73
Travel (1 Person)				
	1	Trip		$1,400.00
Sub Total				**$7,131.58**
Total				**$89,473.65**

Project Assumptions

- As a staff augmentation task order, CH2M HILL will provide direction for Critigen staff and will be responsible for project management including cost, schedule, scope, quality assurance, communication and coordination with the Client project manager and staff.
- No outside services will be required during the execution of this project.
- CH2M HILL will provide written review comments for draft deliverables within two calendar weeks.
- Proposal does not include specification, procurement, or configuration of base software or hardware products.
- CH2M HILL and the City of Wichita will provide access to network and devices.
- Critigen is not responsible for any damages to computer related network(s) and equipment, including but not limited to shutdown, lack of responsiveness, and physical damage.
- Proposal does not include installation of base software periodic revisions.
- Any material change to clients computing environment, application architecture, or deployment technology will result in a joint review to determine the impact to deliverables, project schedule, and/or scope.
- No materials or other expenses will be required as part of this project.

We look forward to providing you with Critigen's excellent service and support and want to thank you for the privilege of working with you on this project.

Sincerely,

By: _____

Lenn Stout, Vice President
Critigen

Date: 11/10/2009

The Operating Support you need...
When you need it.

December 8, 2009

Rich Emanuel
CH2M Hill

Dear Rich,

Thank you for the opportunity for **Utility HelpNet, Inc.** to provide ongoing engineering service to CH2M Hill and the City of Wichita.

We are pleased to submit a quote for engineering services related to the WWU/PCS Application Software and Construction Services Scope of Work V0.6.doc.

Task	Description	Hours	Labor Cost	Travel & Mileage
Task 1	Systems Integration Design Guide	n/a		
Task 2	ASR PLC Template and ArchestrA Object Design	n/a		
Task 3	Networks Configuration and Integration Subtask 3C: Ethernet Master Radio Integration	124	15,500	300
Task 4	System Wide Monitoring & Control Software	80	10,000	200
Task 5	Phase I SWTP Software Mods	n/a		
Task 6	SWTP 2 and River Intake Software	240	30,000	600
Task 7	Phase II Recharge/Rec. Well App Soft	200	25,000	800
Task 8	Pipelines & Surge Tank Software	112	14,000	200
Task 9	Overhead Power Lines Software	72	9,000	200
Task 10	Well Field Shop Software	60	7,500	100
Task 11	Main Water Treatment Facility Software	n/a		
Task 12	Support Activities	n/a		
Task 13	Quality Assurance/Quality Control	n/a		
Task 14	Application Software Proj Mgmt	200	25,000	500
Task 15	eFIMS Development	n/a		
Sub-Total		**1088hrs**	**$136,000**	**$2,900**

Total cost - $138,900. This includes labor costs, expenses, and equipment rental

Please feel free to call if you have any questions regarding this proposal. We look forward to working with you on this project.

Sincerely,

Cris Naegele

Cris Naegele, Chief Operations Officer

PO Box 9286, Wichita, KS, 67277
(800) 993-1843
www.utilityhelpnet.com

Utility HelpNet, Inc.
Scope of Work

Program Application Software Development Services for Process Control and Supervisory Control and Data Acquisition System

INTRODUCTION

CH2M HILL, Inc. is under contract to provide Program Application Software Development Services for the Process Control and Supervisory Control and Data Acquisition (PC/S) System for the Aquifer Storage and Recovery (ASR) Phase II Program and the telemetry system for all Phase II facilities, including existing remote sites and new remote sites.

Utility HelpNet, Inc. (UHN) shall assist CH2M HILL with the Program Application Software Development Services by providing services defined in this scope of work.

ASSUMPTIONS

- Total project schedule for completing the PC/S Program Application Software Development Services is approximately thirty-nine months, including a twelve month post acceptance support, following authorization to proceed to be issued by the CITY.
- Communications by UHN with the City or other ASR Phase II Program Projects will be through CH2M HILL.
- Access will be provided by the City to sites for the days when these visits are scheduled.
- Timely review of documents submitted for review will be provided. For scheduling, the client review period is assumed to be fifteen (15) working days.
- The project team will continue to work during progress submittals and reviews.
- This scope of services and fee budgets for PLC and SCS application software development are based on the following hardware and software:
- The standard PLC platform and programming software for all applications in the ASR Program is:
  - GE Fanuc PACSystems® RX3i family for hardware.
  - GE Fanuc Proficy® Machine Edition for programming software.

- The standard SCS software for all applications in the ASR Program is Invensys Wonderware Archestra®.
  - System Platform Version 3.1 software.
  - InTouch 10.1 software.

- UHN shall follow the standards and practices for configuration, programming and testing of Program Application Software documented in a System Integration Design Guide (SIDG) to be provided by CH2M HILL.

- CH2M HILL shall develop sequences of operation (SOO) and point lists and provide to UHN for PLC programming performed by UHN.
  - The SOO will document and describe automatic and manual algorithms to be programmed and will include an alarm and set point matrix.
  - The point list will be a list of interfaces between the HMI and PLC, PLC to PLC and PLC I/O to be configured. Lists will include points transmitted by data links, and computed points based upon ASR Operating Strategy and ASR Projects control strategies/loop descriptions).

TASKS SCOPES OF SERVICES

CH2M HILL will provide the following scope of services. Utility HelpNet, Inc. (UHN) shall assist CH2M HILL with these tasks as noted under the scope of services description for each task.

UHN Hours – (Total 1088 hours)

0	Task 1	Systems Integration Design Guide
0	Task 2	ASR PLC Template and ArchestrA Object Design
124	Task 3	Networks Configuration and Integration - Ethernet Master Radio Integration
80	Task 4	System Wide Monitoring & Control Software
0	Task 5	Phase I SWTP Software
240	Task 6	SWTP 2 & River Intake Software
200	Task 7	Phase II Recharge/Recovery Wells Software
112	Task 8	Pipelines & Surge Tanks Software
72	Task 9	Overhead Power Lines Software
60	Task 10	Well Field Maintenance Facility Software
0	Task 11	Main Water Treatment Plant Software
0	Task 12	Support Activities
0	Task 13	Quality Assurance/Quality Control
200	Task 14	Application Software Project Management
0	Task 15	eFIMS Development (Optional Task)

TASK 1: SYSTEMS INTEGRATION DESIGN GUIDE (SIDG) DEVELOPMENT, DEVELOPMENT SYSTEM AND DOCUMENTS

- **No UHN Involvement**

TASK 2: ASR PLC TEMPLATE AND ARCHESTRA OBJECT DESIGN

TASK 3: NETWORKS CONFIGURATION AND INTEGRATION - ETHERNET MASTER RADIO INTEGRATION
- Subtask 3C ETHERNET MASTER RADIO INTEGRATION – 140 hours

Objective: Configure and Implement Ethernet Radio Communications Between ASR Wide Area Network Master Ethernet Radio Sites and ASR Remote Sites.

1. CH2M HILL will Develop a Detailed Implementation Plan.
2. UHN will participate an Implementation Plan Workshop (1) with CITY IT & Designers (10 hrs)
3. UHN shall observe Contractor's configuration of the following three Ethernet Master Radios for polling connected remote sites: (20 hrs)
   - 3.1. SWTP1
   - 3.2. Existing Well Field Maintenance Shops
   - 3.3. ASR Control Center at the new Well Field Maintenance Facility
4. UHN shall Test Ethernet radio communications to verify received radio signal strength is above required minimum, and radio polling is functional and compliant with the SIDG criteria for system communication and interfacing. Testing shall be documented on test forms approved by CH2M HILL. (60 hrs)
5. Final Ethernet Radio Testing: (20 hrs)
   - 5.1. Upon completion of all Ethernet radio site tests perform a final test to verify the entire radio system is functional and operating per specifications.
6. Post Acceptance Support (24 hrs)
   - 6.1. Provide up to 24 hours of on site support. On site support is defined as assistance on-site in the identification and possible modification to the application programs provided by the scope, testing and acceptance of the system. (16 hrs)

TASK 4: SYSTEM WIDE MONITORING AND CONTROL SOFTWARE – 80 hrs

Objective: Configure, program and test system wide application software. System wide software is programming for system wide monitoring and control functions designed under the ASR Phase II PC/S Project and is distinct from software specific to monitoring and control of individual ASR facilities systems (SWTP2/River Intake, Recharge/Recovery Wells, Pipelines, Overhead Power Lines and Well Field Maintenance Facility)

1. CH2M HILL will develop Supervisory Control System (SCS) and Programmable Logic Controller (PLC) programs and test plans and forms.
2. CH2M HILL shall install application software and perform initial testing to assure proper communications functionality and application software operational capability.
3. UHN will assist CH2M HILL in operational readiness testing (ORT) and be on-site for ten (10) days for ORT testing. The purpose of the ORT is to Test Monitoring and Control Software on Installed and Connected ASR Control Systems. (80 hrs)

TASK 5: PHASE I SURFACE WATER TREATMENT PLANT SOFTWARE

– No UHN Involvement

TASK 6: PHASE II SURFACE WATER TREATMENT PLANT AND RIVER INTAKE SOFTWARE

Objective: Configure, program and test SWTP2 PC/S application software exclusive of software provided with packaged systems. Integrate package systems into overall SWTP2 software.

1. CH2M HILL will develop Supervisory Control System (SCS) and Programmable Logic Controller (PLC) programs and test plans and forms.
2. CH2M HILL shall install application software and perform initial testing to assure proper communications functionality and application software operational capability.
3. UHN will assist CH2M HILL in operational readiness testing (ORT) and be on-site for twenty (20) days for ORT testing. The purpose of the ORT is to Test Monitoring and Control Software on Installed and Connected ASR Control Systems. (160 hrs)
4. UHN will assist CH2M HILL in performance acceptance testing (PAT) and be on site for up to five (5) days. The purpose of the PAT is to verify correct operation of Monitoring and Control Software on Operating ASR Systems. (40 hrs)
5. UHN will assist CH2M HILL with post acceptance services and provide up to five (5) days of on site services. (40 hrs)

TASK 7: PHASE II RECHARGE/RECOVERY WELLS SOFTWARE – 216 hours

Objective: Configure, program and test Recharge/Recovery Wells PLC application software.

CH2M HILL will perform the following activities:

1. Develop and test typical well PLC programs. It is assumed there will be three typical well types.
2. UHN shall load PLC software, witness operational readiness testing (ORT) and performance acceptance tests (PAT) and be on-site for up to twenty (20) days for software loads and ORT/PAT testing. Test results shall be documented on test forms provided by CH2M HILL. (160 hrs)

3. UHN will assist CH2M HILL with post acceptance services and provide up to five (5) days of on site services. (40 hrs)

TASK 8: PIPELINES AND SURGE TANKS SOFTWARE – 112 hours

Objective: Configure, program and test Pipelines and Surge Tanks PLC application software.

1. UHN shall develop and test typical pipeline valve PLC programs. It is assumed there will be three typical valve station types. (20 hrs)
2. UHN shall Program Remaining three valve station PLCs by copying typical programs and configuring addressing specific to each well (16 hrs).
3. UHN shall program PLCs for two surge tanks (Production and Recharge) monitoring. (20 hrs)
4. UHN will witness operational readiness testing (ORT) and performance acceptance tests (PAT) and be on-site for up to five (5) days for ORT/PAT testing. Test results shall be documented on test forms provided by CH2M HILL. (40 hrs)
5. UHN will assist CH2M HILL with post acceptance services and provide up to two (2) days of on site services. (16 hrs)

TASK 9: OVERHEAD POWER LINES SOFTWARE – 72 hours

Objective: Configure, program and test Overhead Power Lines (OHPL) application software.

1. UHN shall develop and test OHPL PLC programs. It is assumed there will be one PLC at the OHPL substation. (32 hrs)
2. UHN will witness operational readiness testing (ORT) and performance acceptance tests (PAT) and be on-site for up to three (3) days for ORT/PAT testing. Test results shall be documented on test forms provided by CH2M HILL. (24 hrs)
3. UHN will assist CH2M HILL with post acceptance services and provide up to two (2) days of on site services. (16 hrs)

TASK 10: WELL FIELD MAINTENANCE FACILITY SOFTWARE – 60 hours

Objective: Configure, program and test Well Field Maintenance Facility application software.

1. UHN shall develop and test WFMF PLC programs. It is assumed there will be one PLC at the WFMF for environmental and security monitoring. (20 hrs)
2. UHN will witness operational readiness testing (ORT) and performance acceptance tests (PAT) and be on-site for up to three (3) days for ORT/PAT testing. Test results shall be documented on test forms provided by CH2M HILL. (24 hrs)
3. UHN will assist CH2M HILL with post acceptance services and provide up to two (2) days of on site services. (16 hrs)

TASK 11: MAIN WATER TREATMENT PLANT SOFTWARE

- No UHN Involvement

TASK 12: SUPPORT ACTIVITIES

- No UHN Involvement

TASK 13: PROGRAMMING QUALITY ASSURANCE AND QUALITY CONTROL

- See Task 14.

TASK 14 - APPLICATION SOFTWARE PROJECT MANAGEMENT – 200 hours

Objective: Establish and maintain effective communication and project scope, schedule, and budget control consistent with the final Project Management Plan provided separately by CH2M HILL.

Activities:

1. ***Update Project Management Plan (PMP): No UHN scope for this activity.***
   CH2M HILL will provide a PMP for final design phase work activities consisting of:
   - Project team instructions and work plans for coordination of application software phase activities.
   - Quality Management Plan for quality assurance/quality control (QA/QC) activities to be accomplished during application software phase.
   - Procedure for managing security sensitive documents and electronic files.

2. **Quality Assurance/Quality Control:**
   - UHN shall provide quality assurance (QA) and quality control (QC) for application software development and other services accomplished by UHN.

3. Progress Reporting and Invoicing
   - Prepare monthly progress reports and invoices for submittal to CH2M HILL. (200 hours)

DELIVERABLES

1. Completed test forms for all tests witnessed by UHN.
2. Post acceptance trip reports documenting corrections and changes.
3. Final PLC programs (on electronic media per SIDG) developed by UHN.
4. Monthly progress reports and invoices

Exhibit G – Roles and Responsibility Matrix

for

Supplemental Agreement No. 4

to the

Agreement for Professional Design Services

City of Wichita ASR Program – Phase II Projects

Dated July 1, 2008

For

Construction Management Services

for the

Process Control/SCADA Project

ASR Phase II Program Responsibility Matrix for Design and Construction Management dated April 28, 2008 is Attached

Design and Constuction Contract Management
04/23/08

Responsibility Legend
P = Primary
R = Review
A = Advise/Support
N = No Anticipated Involvement

Task No.	Task Description	Senior Management (Director's Office)	Utility's (Owner's) Representative	Program Manager (RW Beck & PEC)	Designer	Construction Manager	Purchasing Dept	Project Managers (RW Beck & PEC Staff)	Construction Contractor
3.14	Conduct design review meetings	N	A	A	A	N	N	P	N
3.15	Manage communication with other City departments	N	P	A	A	N	N	A	N
3.16	Manage value-engineering	N	A	A	A	N	N	P	N
3.17	Manage City reviews	N	P	A	N	N	N	A	N
3.18	Coordinate design reviews with permitting and PI teams	R	R	P	A	N	N	A	N
3.19	Provide support to permit applications	A	A	P	A	N	N	A	N
3.20	Manage Site Development Applications	R	R	A	P	N	N	A	N
3.21	Coordinate reviews by SCADA Consultant	N	A	P	A	N	N	A	N
4	**Property / Easement Acquisition**								
4.1	Identify property needs	N	A	A	P	N	N	A	N
4.2	Coordinate identification of required property with designer	N	A	P	A	N	N	R	N
4.3	Prepare legal descriptions for needed properties	N	A	R	P	N	N	N	N
4.4	Monitor and report on preparation of legal descriptions	N	R	P	N	N	N	R	N
4.5	Negotiate with Property Owner	N	R	A	N	N	N	P or Property Div.	N
4.6	Prepare City paperwork for internal routing	R	P or Property Div.	A	N	N	R	A	N
4.7	Authorize acquisition & close transaction	P w/ Propery Div.	N	N	N	N	N	N	N
5	**Construction Contract Administration**								
5.1	Pre-purchase Contract Management	R	R	A	A	N	N	P	N
5.2	Prepare Bid Advertisements	R	R	A	A	N	P	A	N
5.3	Manage Contractor Prequalification Process	N	R	A	A	N	A	P	N
5.4	Conduct Pre-Bid Conferences	N	A	A	A	A	A	P	N
5.5	Receive Bidders Questions	A	A	A	A	N	A	P	N
5.6	Prepare Responses to Bidders Questions	N	A	R	A	A	N	P	N
5.7	Issue Responses to Bidders Questions	N	A	R	A	N	A	P	N
5.8	Prepare Bid Addenda	N	A	N	A	N	R	P	N
5.9	Receive Bids	N	N	N	N	N	P	N	N
5.10	Bid Evaluations	N	R	A	P	A	A	R	N
5.11	Bid Award	N	A	A	A	A	P	A	N
5.12	Conduct Preconstruction Conference	A	A	A	A	P	N	A	N
5.13	Document Management - Construction Documents	N	N	R	N	P	N	N	N
5.14	Contractor Permit Acquisition - Construction Related	N	N	N	N	R	N	N	P
5.15	QA - Construction Management	N	A	R	A	P	N	A	N
5.16	Contractor Payment Request Review	N	R	R	A	P	N	R	N

Design and Constuction Contract Management
04/23/08

Responsibility Legend
P = Primary
R = Review
A = Advise/Support
N = No Anticipated Involvement

Task No.	Task Description	Senior Management (Director's Office)	Utility's (Owner's) Representative	Program Manager (RW Beck & PEC)	Designer	Construction Manager	Purchasing Dept	Project Managers (RW Beck & PEC Staff)	Construction Contractor
5.17	Construction Pay Request Approval/Schedule of Values	N	R	R	R	P	N	R	N
5.18	Conduct Site Meetings & Prepare Construction Progress Meeting Records	N	R	R	R	P	N	A	R
5.19	Monthly Construction Management Progress Report	N	R	R	R	P	N	R	A
5.20	Construction Contract Interfaces	N	A	P	A	A	N	A	A
5.21	Construction Contract Change Management & Reporting	R	R	R	A	P	N	A	N
5.22	Receive Contractor Submittals and Shop Drawings	N	N	N	N	P	N	N	N
5.23	Submittal Log, File, Tracking	N	N	N	A	P	N	N	N
5.24	Review Construction RFI's	N	A	A	A	P	N	A	N
5.25	Identify potential change order issue	N	A	A	A	P	N	A	A
5.26	Negotiate change order	N	R	A	A	P	N	A	A
5.27	Manage change order approval process through City	R	P	N	N	N	N	N	N
5.28	Contractor Field Engineering	N	N	N	N	N	N	N	P
5.29	Designer Field Engineering	N	N	N	P	N	N	N	N
5.30	Daily Diaries	A	A	R	R	P	N	R	N
5.31	Construction Photographs	A	R	R	R	P	N	N	N
6	**Design Engineer Services During Construction (SDC)**								
6.1	General Project Management of Designer SDC	N	N	N	P	N	N	N	N
6.2	Field Consultants (on call)	N	N	N	P	A	N	N	N
6.3	Identify Acceptable Materials and Manufacturers	N	R	A	P	A	N	N	N
6.4	Review Contractor Submittals and Shop Drawings	N	A	A	P	A	N	N	N
6.5	Review Deductive Alternate Proposals	A	A	A	P	A	N	R	N
6.6	Review Value Engineering Proposals	A	A	A	P	A	N	R	N
7	**Construction Management(CM) Contract Administration**								
7.1	Prepare RFP or SOQ for CM services	R	R	P	N	N	R	A	N
7.2	Conduct preproposal meeting	A	A	P	N	N	A	A	N
7.3	Manage CM selection process	A	A	P	N	N	A	P	N
7.4	Make CM Selection	P	A	A	N	N	A	A	N
7.5	Negotiate contract with CM	P	A	A	N	A	A	A	N
7.6	Notice to proceed to CM	N	R	A	N	N	A	P	N
7.7	Manage CM contract	N	A	A	N	N	N	P	N
7.8	Authorize supplemental services expenditures	P	R	A	N	N	N	A	N
7.9	Prepare contract amendments	R	R	A	N	A	N	P	N
7.10	Oversee purchasing dept. process for CM contract	N	A	A	N	N	P	A	N

Responsibility Legend
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N = No Anticipated Involvement

Design and Constuction Contract Management
04/23/08

Task No.	Task Description	Senior Management (Director's Office)	Utility's (Owner's) Representative	Program Manager (RW Beck & PEC)	Designer	Construction Manager	Purchasing Dept	Project Managers (RW Beck & PEC Staff)	Construction Contractor
7.11	Review and approve CM invoices	N	R	A	N	N	N	P	N
7.12	Submit CM invoices for payment	R	R	P	N	N	N	A	N
7.13	Manage communication with other City departments	N	P	A	N	A	N	A	N
7.14	Coordinate reviews by SCADA Consultant	N	A	A	A	P	N	A	N
8	**Quality Control**								
8.1	Construction Quality	N	N	R	N	R	N	N	P
8.2	Respond to Nonconformance Reports	N	N	R	R	A	N	N	P
8.3	Corrective Action Plans	N	N	R	R	R	N	N	P
8.4	Provide Samples and Test Specimens	N	N	A	R	A	N	N	P
9	**Testing and Inspections (Quality Assurance)**								
9.1	Field Testing and Inspection - Specialty Inspections	N	N	N	A	P	N	N	N
9.2	Geotechnical Input	N	N	N	P	A	N	N	N
9.3	Geotechnical Inspections	N	N	N	R	P	N	N	N
9.4	Construction Inspection	N	N	N	A	P	N	N	N
9.5	Shop Inspection and Witness Testing	N	A	N	P	N	N	N	N
9.6	Materials Testing (concrete, soil, pavement ....)	N	N	N	R	P	N	N	N
9.7	Nonconformance Reports	N	N	N	R	P	N	R	N
10	**Construction Schedule**								
10.1	Preparation of Critical Path Construction Schedule	N	A	A	A	R	N	N	P
10.2	Update Schedule	N	A	A	A	R	N	N	P
10.3	Review Contractor Work Plan and Schedule	N	A	A	A	P	N	N	N
10.4	Submit Submittal Schedule	N	N	N	N	R	N	N	P
10.5	Monitor Schedule Progress During Construction	N	A	R	A	P	N	N	N
10.6	Notification of Delay	N	A	A	R	R	N	N	P
11	**Insurance and Safety**								
11.1	Determine Construction Methods, Safety	N	N	N	N	R	N	N	P
11.2	Advise City on Claims	R	A	A	A	P	N	A	N
11.3	Issue Notice of Nonconformance (Safety)	A	A	A	N	P	N	N	N
11.4	Check Insurance Compliance	N	R	N	N	P	N	N	N
12	**Change Orders and Claims**								

WICHITA WATER UTILITIES
ASR PHASE II PROGRAM
RESPONSIBILITY MATRIX

Design and Constuction Contract Management
04/23/08

Responsibility Legend
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R = Review
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N = No Anticipated Involvement

Task No.	Task Description	Senior Management (Director's Office)	Utility's (Owner's) Representative	Program Manager (RW Beck & PEC)	Designer	Construction Manager	Purchasing Dept	Project Managers (RW Beck & PEC Staff)	Construction Contractor
12.1	Claims Prevention and Management	A	A	A	N	P	N	A	N
12.2	Notification of Differing Site Conditions	N	A	A	R	R	N	A	P
12.3	Respond to Notifications of Delays or Differing Site Conditions	N	R	A	A	P	N	A	N
12.4	Issue Field Orders	N	N	N	N	P	N	A	N
12.5	Construction Change Notices	N	N	A	N	R	N	A	P
12.6	Construction Change Orders	N	R	A	A	P	N	A	N
12.7	Evaluate Change Orders	N	R	A	A	P	N	A	N
12.8	Evaluate Stored Materials	N	R	N	A	P	N	A	N
12.9	Evaluate Claims for Extra Work	N	R	A	A	P	N	A	N
13	**Construction Contract Closeout**								
13.1	Record Drawing Verifications	N	N	N	A	P	N	N	A
13.2	Record Drawing Preparation	N	N	N	P	R	N	N	A
13.3	Release of Liens	N	A	A	N	R	N	N	P
13.4	Warranty Period Assistance	N	A	N	A	P	N	A	N
14	**Surveying**								
14.1	Establish Survey Control Points	N	N	N	P	A	N	N	N
14.2	Field Surveying	N	N	N	N	R	N	N	P
14.3	Construction Surveying - Validation	N	N	N	A	P	N	N	N
14.4	Provide Certificates of Compliance	N	N	A	A	R	N	N	P
15	**Temporary Facilities and Staging**								
15.1	Plant Site Staging and Layout Temporary Facilities	N	A	N	N	R	N	N	P
15.2	Approve Staging, Storage, Temporary Facility	N	A	N	N	P	N	N	N
15.3	Material and Equipment Shipment, Handling and Protection	N	R	N	N	R	N	R	P
16	**Equipment Testing, Training and Startup**								
16.1	Startup	N	A	N	P	A	N	A	A
16.2	Training Assistance by Designer	N	A	N	P	A	N	N	N
16.3	Assemble Comprehensive O&M Manual	N	R	N	P	N	N	R	A
16.4	Furnish Equipment Maintenance Manuals	N	R	N	R	A	N	R	P
16.5	Furnish Maintenance Summaries	N	R	N	R	A	N	R	P
16.6	Submit Request for Jobsite Training	N	R	A	R	P	N	N	A
16.7	Schedule and Conduct Functional Testing	N	A	A	R	A	N	A	P

WICHITA WATER UTILITIES
ASR PHASE II PROGRAM
RESPONSIBILITY MATRIX

					Responsibility Legend				
					P = Primary				
Design and Constuction Contract Management					**R = Review**				
	04/23/08				**A = Advise/Support**				
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Task No.	**Task Description**	**Senior Management (Director's Office)**	**Utility's (Owner's) Representative**	**Program Manager (RW Beck & PEC)**	**Designer**	**Construction Manager**	**Purchasing Dept**	**Project Managers (RW Beck & PEC Staff)**	**Construction Contractor**
16.8	Schedule and Conduct Performance Testing	N	A	A	R	A	N	A	P
16.9	Startup Planning and Startup	N	R	A	P	R	N	R	R
16.10	Evaluate Capability to Startup	N	R	A	P	A	N	R	A
16.11	Provide Manufacturer Certificates	N	N	N	R	A	N	N	P
16.12	Provide Raw Water and Chemicals	N	P	N	N	A	N	A	N
16.13	SCADA Systems	N	A	A	P	R	N	A	A
17	**Project Close-Out**								
17.1	Substantial Completion	N	R	A	A	P	N	A	N
17.2	Final Completion	R	R	A	A	P	N	A	N
17.3	Occupancy and Start-up Permits	R	R	A	N	P	N	R	A

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Well Technical Advisory and Water Chemistry Pilot Test Services - Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 5 for Professional Services with CH2M Hill for Well Technical Advisory and Water Chemistry Pilot Test Services for the Aquifer Storage and Recovery Project (ASR).

Background: On July 10, 2007, the City Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds ASR project. Phase II will consist of a 30-million gallon-a-day (MGD) water treatment plant and surface water intake structure, as well as the pipelines, recharge and recovery wells, overhead power lines and Supervisory Control and Data Acquisition System (SCADA) that will provide much of the backbone for future phases.

Analysis: The Equus Beds Aquifer is one of Wichita's main sources of water. It also supplies water for communities in the vicinity, and countless homesteads and irrigators. The ASR project will eventually inject up to 100 MGD into the aquifer, which has been greatly dewatered since its expanded use in the 1940s and 1970s.

One aspect of a recharge project to be carefully addressed is the change in geochemistry of the existing and recharged groundwater during the ASR process. If the geochemistry of an area is not understood, the potential for negatively altering the existing groundwater and health of the aquifer is high. ASR projects across the nation have been halted after startup to address groundwater changes that could have been avoided by properly working with the existing geochemistry.

CH2M Hill initially designed the SCADA and overhead power lines for ASR Phase II. Their expertise in the field of ASR geochemistry and recharge wells included them in the Recharge and Recovery Well project as peer reviewers, and as the team in charge of the Diversion Well Study, which will help define future phases of the ASR. They have studied the geochemistry in the highest risk portions of the Equus Beds and designed a pilot study to determine the extent of the effects of recharge in the aquifer. They then designed the best practices required to maintain the aquifer's current healthy state.

Financial Considerations: The cost for the study and design of the associated pilot and field work was $219,480 and was part of Supplemental Agreement No. 3. Supplemental Agreement No. 5 includes the actual pilot study and associated field work, data collection and report, and is estimated at $598,447. City in-kind services to assist with this project are estimated at over $90,000. Funding is available in the Capital Improvement Project (CIP) in W-549, Water Supply Plan, Phases II, III and IV, which has adequate monies for these services.

Goal Impact: The project will help ensure efficient infrastructure by providing for the development of future water supplies.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Agreement for Professional Services; and 2) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 5 for Professional Services with CH2M Hill

SUPPLEMENTAL AGREEMENT NO. 5

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

CH2M HILL, INC. HEREINAFTER CALLED "CONSULTANT"

FOR

WELL TECHNICAL ADVISORY - WATER CHEMISTRY PILOT TEST SERVICES ASSOCIATED WITH INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists a agreement between the two parties covering professional design services for Process Control and SCADA implementation of which the well technical advisory services are a part, to be provided by the CONSULTANT in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, there now exists a supplemental agreement (Supplemental Agreement No. 3) with CONSULTANT to provide design services for the pilot test in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the ASR Program and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The Scope of Work to be provided by CONSULTANT for the performance of the services described by this supplemental agreement is described in detail in Exhibit A. The following provides a brief description of the services to be provided by the CONSULTANT. Due to the scale of the Aquifer Storage and Recharge (ASR) Phase II Program, a part of the Integrated Local Water Supply Plan, a careful analysis of the compatibility of the groundwater, the aquifer matrix, and the water to be injected is warranted to identify any adverse geochemical changes that could occur in the aquifer during current and future ASR operations. CONSULTANT has completed the design of the pilot test facility, provided for in Supplemental Agreement No. 3. The findings of this analysis warrant a presentation by CONSULTANT to stakeholders and regulatory agencies described in detail in Exhibit A, Task 4. In addition, CONSULTANT will coordinate with subcontractors and the CITY to construct and operate the water chemistry pilot test(s) to evaluate water chemistry impacts of mixing native groundwater, the aquifer matrix, and recharge water, as described in detail in Exhibit A, Task 2. The results of the testing and recommendations will be summarized in a final Technical Memorandum as described in detail in Exhibit A, Task 3. The estimated budget for these services is summarized in Exhibit A, attached hereto.

B. PAYMENT PROVISIONS

Payment to the CONSULTANT for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for the services described by this supplemental agreement will require 7 months to complete from date of supplemental agreement.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement No. 5 as of this _____day of _____ in the year _____.

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

By:_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: Gary E Rebenstorf JAL
Gary Rebenstorf, Director of Law

CH2M HILL, INC.

By: Kevin Heffen

Title: Designated Manager

Exhibit A
Supplemental Agreement No. 5
for
Well Technical Advisory Services
Water Chemistry Pilot Test

Scope of Work

CH2M HILL, INC. (CH2M HILL) conducted a Geochemistry Study to investigate the naturally-occurring geochemical conditions in the subsurface within the City's wellfield that could be changed by recharging water as a part of the Aquifer Storage and Recovery (ASR) Program (Supplemental Agreement No. 2). The results of the Geochemistry Study were presented to the Groundwater Management District 2 (GWMD2) and the Kansas Department of Health (KDHE) during November and December, 2009, respectively, under Supplemental Agreement No 3.

Following the recommendations of the Geochemistry Study and consistent with industry best practices, the City will conduct up to two water chemistry pilot tests on existing wells to simulate and monitor the groundwater chemistry changes that could occur during cycles of recharge, storage, and recovery that will occur during ASR System operations. Because the Phase II Surface Water Treatment Plant (SWTP) is not yet operational, groundwater from existing wells will be used for recharge during the water chemistry pilot tests. The recharge water's oxidation state is the parameter that may promote the oxidation of pyrite from the aquifer materials (a significant concern of the Geochemical Study). Because the oxidation state of groundwater is lower than that of the treated surface water that will be used during future ASR System operations, the groundwater will be chemically adjusted to approximate the higher oxidation state of the treated surface water.

Conducting and analyzing the results from these water chemistry pilot tests is the subject of this supplemental agreement, as described in the following tasks.

Task 1 – Pre-Construction Activities

The objective of this task is to complete coordination activities prior to the start of the water chemistry pilot testing. The pilot tests must be completed on an accelerated schedule because the findings may influence other program activities; CH2M HILL will therefore contract with subcontractors who are already working on the program (Burns & McDonnell, Layne Christensen, and Continental Laboratories), finalize the technical specifications collaboratively with Layne Christensen (especially if equipment identified in the specifications is not readily available), and complete at least one pilot test prior to the start of pipeline construction (anticipated to occur on or after April 1, 2010).

For this task, CH2M HILL will: prepare subcontracts for Burns & McDonnell, Layne Christensen and Continental Laboratories; prepare a field sampling plan to identify protocols for collecting, analyzing, shipping, and reporting water chemistry results; review equipment cut sheets and finalize the equipment list with Layne Christensen; prepare a health and safety plan; prepare a Quality Management Plan (QMP); and, finalize the pilot testing schedule.

Assumptions

- The activities in Task 1 will be completed under Supplemental Agreement No. 3 contract.
- The field sampling and health and safety plans will be used as coordination documents and will not be submitted to R.W. Beck as deliverables.

Deliverables

- Final testing schedule.

Task 2 – Facility Construction and Testing

The objectives of this task are to: modify and prepare existing wells prior to testing; construct facilities to be used in the tests; and, conduct the pilot tests. Under Supplemental Agreement No. 3, CH2M HILL prepared technical specifications for Layne Christensen's activities to support the pilot testing; these activities will be completed at CH2M HILL's direction as described in the following paragraphs.

Subtask 2.1 - Water Chemistry Pilot Test 1 (MR 43). The source water for this test will be M 41. This subtask comprises the following general activities: preparing the well for the pilot test; constructing and operating the temporary facilities during the pilot test; and, removing the temporary facilities and returning City facilities to their original configuration. Well preparation will include removing the pump, cleaning, obtaining a video, reinstalling the pump, and conducting variable and constant rate tests. The temporary facilities to be constructed include system modifications to allow water to be conveyed from M 41 to MR 43. Temporary equipment will be removed and original equipment will be reinstalled and used to convey water from MR 43 back to the system during and after the pilot test.

Two pilot tests will be conducted by Layne Christensen under the direction of CH2M HILL:

- *Initial test*: recharge water at a constant rate into the test well for one day; store the recharged water in the aquifer for one day; and recover at least 150-percent of the recharged water or for up to one day, depending on the water chemistry (the water produced during recovery will be discharged into the existing wellfield collection system)
- *Long-term test*: recharge water at a constant rate into the test well for seven days; store the recharged water for fourteen days; and recover at least 150-percent of the recharged water or for up to seven days, depending on the water chemistry (the water produced during recovery will be discharged into the existing wellfield collection system)

During both tests, data (e.g., pumping rate and water levels) will be measured as described in the technical specifications, and water samples will be collected and analyzed as outlined in the Basis of Design Technical Memorandum (TM) and the Field Sampling Plan prepared during Task 1.

Subtask 2.2 - Water Chemistry Pilot Test 2 (MR 10). CH2M HILL will oversee the subcontractors to complete the same activities described for MR 43 at MR 10 (except MR 10 will not be cleaned prior to the pilot tests and the source water for the test will be from M 7 and, if needed, M 8 and M 9).

Assumptions

- MR 43 and MR 10 will be found suitable for the pilot testing.

- Subcontractors will be Burns & McDonnell, Layne Christensen, and Continental Laboratories
- The CITY will provide the following work and materials for the pilot testing:

  -The CITY will prepare the wellsite for equipment installation. This is expected to be a compacted sand/gravel base for equipment requiring a firm level surface.

  -The CITY will provide all piping, tanks, miscellaneous valves, fittings, as required to convey water for recharge to the well, except those materials listed below to be provided by Layne Christensen.

  -The CITY will provide all power to operate the pilot test. It is assumed that power will come from electrical panels in the existing well houses.

  -The CITY will construct the piping system at the two sites, incorporate the equipment provided by Layne Christensen, and provide all miscellaneous gaskets, bolts, fittings, pipe, stands, etc. as required.

  -The CITY will provide and install all blow-off piping and clean ditches as required to convey the blow-off water to local drainage features as required during initial startup and shakedown testing.

  -The CITY will operate all wells tested, and pilot treatment equipment, as necessary, during all pumping events including the test well pumping tests, pumping wells for a source of recharge water, and the pumping portions of the tests for the recovery of the stored water.

  -The CITY will remove the pump from MR 43 and provide Layne Christensen with a new pump and column pipe loaded onto a trailer at the wellfield shop. The pump will be set by Layne Christensen in MR 43.

  -The CITY will chlorinate and flush M 41, M 7, and MR 10 at least one week before the testing begins.
- Layne Christensen will provide all other scoped services including the following equipment: required pumps, flowmeters, filters, static mixer, pressure reducing valve, gate valves, check valves, butterfly valves, tent, heater, and liquid oxygen system to the CITY as individual components for incorporation into the piping system.
- Layne Christensen will be responsible for operation of the wells and pilot treatment equipment during all injection events; and setting up, maintaining, and moving the tent and liquid oxygen system.
- MR 43 will be cleaned (brushed and swabbed) by Layne Christensen prior to the pilot tests; because MR 10 is relatively new, it will not be cleaned prior to the pilot test.
- Water chemistry sampling and analysis will be as summarized in Attachment 1. Continental Laboratory will perform all of the water chemistry analysis.
- A flow-through cell will be used to measure pH, oxidation reduction potential (ORP), dissolved oxygen, conductivity, and temperature as necessary during pilot testing activities.

- Well preparation will consist of the following:

  -Cleaning will include removing the pump from the well, tagging the bottom, running an initial video of the well, wire brushing the casing and screen, conducting air-lift dual swabbing, tagging the bottom and cleaning debris from the bottom of the well, and running a final video of the well.

  -Layne will perform the cleaning of MR 43 with little oversight from the CH2M HILL team. Oversight will include two one-day visits to the site during the work and daily phone discussions with Layne Christensen. Site visits will occur during the first video survey and at one additional time during the work.

  -An 8-hour variable rate test and a 24-hour constant rate test will be conducted on MR 43, and MR 10 prior to the pilot testing. Hydraulic data such as pumping rate and water levels will be measured.

  -The CITY will perform the pumping tests on MR 43 and MR 10 with oversight from the CH2M HILL team. Oversight will include three 1-day visits (3 days total) per well site during the testing activities.

  -The existing well pump, flow meter, and throttling valve will be used for the variable and constant rate tests. Water produced will be discharged to the wellfield collection system and sent to the City's water treatment plant.

  -The variable and constant rate test results will be analyzed to define the baseline hydraulic and water chemistry conditions in the well and aquifer prior to the pilot tests.

- The pilot test equipment will be set up to draw water from the existing wellfield collection system and recharge MR 43 and MR 10. The equipment will include connections to the existing well piping, an optional booster pump, a liquid oxygen system, a storage tank, an injection pump, and injection tubing into the well.

- CH2M HILL will oversee the equipment installation, the shakedown, and startup testing of the installed pilot equipment. Field oversight for equipment setup will include a 1-day site visit by one CH2M HILL staff and telephone conversations with the CITY and Layne Christensen. Field oversight for the shakedown testing will include 2 days onsite by two CH2M HILL staff and telephone conversations with the CITY and Layne Christensen.

- Short Term Test:

  -CH2M HILL will work with Layne Christensen to start the pilot facility and recharge the well for 1 day. During recharge, the pilot facility will be manned 24-hours/per day by Layne Christensen personnel. CH2M HILL will be on-site for up to 16 hours. Water levels will be measured in the test well and in each of the two nearby monitoring wells.

  -Following recharge, the water will be allowed to remain in storage in the aquifer for 1 day. CH2M HILL will be onsite intermittently during this 1 day period and Layne Christensen will not be onsite during this period.

  -CH2M HILL will work with Layne Christensen to reconnect the pump, and work with the City to recover at least 150-percent of the water or for up to one day, depending on the water chemistry.

- Long-Term Test:

  -CH2M HILL will work with Layne Christensen to startup the pilot test facility and recharge the well for 7 days. During recharge, the pilot facility will be manned 24-hours/per day by Layne Christensen. CH2M HILL will provide one person to oversee the test for up to 70 hours.

  -Following recharge, the water will be stored in the aquifer for 14 days. Neither CH2M HILL nor Layne Christensen will be onsite during the storage period. At the end of 14 days, CH2M HILL will work with Layne Christensen to reconnect the pump and work with the City to recover at least 150-percent of the water or for up to seven days, depending on the water chemistry.

Deliverables

- Two color video DVDs of MR 43

Task 3 – Data Analysis and Report

The objective of this task is to analyze the hydraulic and water chemistry data collected during the pilot tests to: characterize the interactions that are occurring, if any, between the recharged water, the native groundwater, and the mineralogy of the aquifer materials during the testing; and, identify operational strategies that may be needed to manage these changes. The analyses to be undertaken are described in the following paragraphs.

Hydraulic Analyses

Using analytical methods, the baseline aquifer hydraulic parameters will be determined from the results of the initial variable and constant rate tests. Using the baseline hydraulic parameters and the hydraulic data from the recharge and recovery cycles, CH2M HILL will evaluate whether well or aquifer capacity reductions occurred during the pilot tests. The data from the pilot testing will also be used to provide recommendations for optimal ASR system operation.

Water Chemistry Analyses

The water chemistry data will be complied into a spreadsheet, and be used to evaluate the characteristics of the aquifer in the area impacted by recharge. Using the observed water chemistry, a geochemical analysis will be conducted and the geochemical conceptual model developed in the Geochemical Study will be updated.

Assumptions

- Analytical methods will be used to evaluate well and aquifer hydraulics.
- The same analytical methods used in the Geochemical Study will be used to evaluate the water chemistry data.

Deliverables

- One draft and one final Technical Memorandum will be prepared presenting the pilot test results, analyses, and recommendations.

Task 4 – Project Management

The objectives of this task are to: maintain effective communication with the CITY's Program Manager (R.W. Beck) and amongst the project team; control project scope, schedule and cost; and respond to requests from R.W. Beck and the CITY.

Assumptions

- Up to two meetings will be held via conference call with the Program Manager; one meeting after each pilot test.
- Up to two presentations will be prepared and presented to the Groundwater Management District 2 (GMD2):
  - The first presentation will be conducted on January 12, 2010. The presentation prepared for the November meeting will be used and re-presented to GMD2 with up to three additional slides included to summarize the pilot testing. Up to one CH2M HILL staff will attend.
  - The second presentation will summarize the pilot test findings and one CH2M HILL staff will present the findings to GMD2 in Halstead, Kansas.
- The technical memorandum, *ASR Water Chemistry Pilot Testing Plan*, dated December 17, 2009, prepared under Supplemental Agreement No. 3 will be revised to include more detail on the pilot testing work plan.

Deliverables

- Monthly status reports and invoices
- Meeting minutes
- Two final presentations
- Technical Memorandum summarizing the pilot test work plan to be submitted to KDHE by R.W. Beck.

Schedule

The schedule for this project is presented below. The schedule is base upon the assumption that the Notice to Proceed will be provided by February 2, 2010.

Task	2010 Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1 - Pre-construction activities							
Task 2 - Facility Construction and Testing							
-Test 1 (Well 43)							
-Test 2 (Well 10)							
Task 3 - Data Analysis and Report							
Task 4 - Project Management							

Budget

Compensation will be on a time and materials basis in accordance with the contract terms. Labor hourly billing rates will be the 2010 rates in the Technical Advisory contract. Expenses will include actual direct costs and subcontractor costs.

The budget for completing the tasks described above is $598,447. The breakdown between labor and expenses for this budget s presented in the following table.

Task	Total Labor Cost	Total Expenses	Total Project Cost
1 – Pre-construction Activities	$0	-	$0
2 – Facility Construction and Testing			
2.1 - Test 1	$76,682	$223,031	$299,713
2.2 - Test 2	$50,540	$92,696	$143,236
3 – Data Analysis and Report	$74,795	$525	$75,320
4 – Project Management	$76,964	$3,214	$80,178
Total Project	**$278,981**	**$319,466**	**$598,447**

Attachment 1

Table 1: Summary of Water Chemistry Sampling Constituents

Parameter	Tier 1	Tier 2	Tier 3
Aluminum, Total	x		
Ammonia, Nitrogen	x	x	
Arsenic, Total	x	x	x
Arsenic, Dissolved	x	x	x
Barium, Total	x		
Bromide	x		
Cadmium, Total	x		
Calcium, Total	x	x	
Chloride	x	x	
Chromium, Total	x		
E Coli/Total Coliform	x		
Copper, Total	x		
Fluoride	x		
Heterotrophic Plate Count	x		
Iron, Total	x	x	x
Iron, Dissolved	x	x	x
Lead, Total	x		
Magnesium, Total	x	x	
Manganese, Total	x	x	x
Nickel, Total	x		
Nitrate-N	x	x	x
Nitrite-N	x		
Ortho Phosphate-P	x	x	
pH	x	x	
Phosphorus-Total (as P)	x	x	
Potassium	x	x	
Silica	x	x	
Silver	x		
Sodium, Total	x	x	
Specific Conductance	x	x	
Strontium, Total			
Sulfate	x	x	
Total Alkalinity (as CaCO3)	x	x	x
Total Coliform	x		
Total Hardness by ICP	x		x
Total Kjeldahl Nitrogen	x	x	
Total Non Coliform Plate Count	x	x	
Total Solids	x	x	
Turbidity	x	x	
Vanadium, Total	x		
Zinc, Total	x		
Total Organic Carbon	x		
Metals Prep Dissolved	x	x	
Metals Prep Total Recoverable	x	x	

Table 2: Summary of Continental Laboratory Analysis

Continental's Lab Analysis per Well Test

Component	A-WT Influent & Effluent	B-Test Well	C-Monitoring Well	Total
Background Sample		1 x Tier 1*		1
End of Pumping Test		1 x Tier 1*	2 x Tier 2	3
1-day Recharge	1 x Tier 3	1 x Tier 1 2 x Tier 2	2 x Tier 2	6
1-day Pumping		3 x Tier 1 3 x Tier 2	2 x Tier 2	8
7-day Recharge	11 x Tier 3	1 x Tier 1 2 x Tier 2	8 x Tier 2	22
7-day Pumping		3 x Tier 1 4 x Tier 2	4 x Tier 2	11

TOTAL NO. SAMPLES PER WELL TEST	51
TOTAL NO. SAMPLES PER SCENARIO 2	102

NOTES:

1. Select parameters arsenic, calcium, chloride, total iron, nitrate, orthophosphate, sodium and sulfate will be analyzed by Continental and results rushed, remaining parameters will be analyzed by Continental with a normal 14 day turnaround time.

2. WT = Water Treatment

3. A = Sampling Location 1

4. B = Sampling Location 2

5. C = Sampling Location 3

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Right-of-Way Agreement (Estfan, LLC) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: In response to a consent order issued by the Kansas Department of Health & Environment, Estfan, LLC is requesting permission to install lateral piping in the City's right-of-way south of 206 North Seneca. The piping will be connected to air sparge injection wells that will inject ambient air into the groundwater and into the soil zone. Soil vapor extraction wells will capture the air and pump it back to a system trailer on private property. Three hundred and seventeen feet of the lateral piping will be in the City's right-of-way. The piping will be three to four feet below surface grade. See the attached system layout.

The wells have been permitted by the City Engineer's Office.

Analysis: A right-of-way agreement has been developed to allow for the use of a specific route for the piping. The City Engineer's Office has reviewed and approved the plans for the portion of the remediation system that is in the public right-of-way.

Financial Considerations: The proposed right-of-way agreement provides for compensation to the City for use of the right-of-way of $2.50 per foot per year for the life of the project which is estimated at five years. The annual compensation for the use of right-of-way is $792.50 per year.

Goal Impact: This project addresses the Safe and Secure Community goal by the remediation of ground water that was polluted by an underground storage tank.

Legal Considerations: The right-of-way agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize necessary signatures.

Attachments: Map and agreement.

RIGHT-OF-WAY AGREEMENT
(Estfan, LLC)

THIS AGREEMENT, entered into this ____ day of _____, 2010, by and between (Estfan, LLC) ("Company") and the CITY OF WICHITA, KANSAS, a municipal corporation, (“City”).

WITNESSETH:

WHEREAS, The City of Wichita is the owner of certain public Right-of-Way; and

WHEREAS, Company desires to use said public Right-of-Way of the City of Wichita for the purpose of construction, maintenance, and operation of a portion of a remedial treatment system (“System”); and

WHEREAS, the parties desire to enter into an Agreement that allows Company to use the Right-of-Way for its legal purposes, while maintaining the City of Wichita’s right to manage and control the Right-of-Way and receive adequate compensation and reimbursement of the costs and expenses of allowing such use; and

WHEREAS, the City of Wichita finds such use to be in the public interest and is willing to enter into an agreement to allow use of the public Right-of-Way for such purpose;

WHEREAS, the City’s standards included in this Agreement are designed to:

A. Adequately compensate the City for occupancy of the Right-of-Way for use in providing private remediation services;

B. Fully protect the public and the City from any harm caused by private commercial use of Right-of-Way, including, but not limited to, reducing the risk of loss of service and the risk of personal or property injury from errant excavation;

C. Protect the regulatory authority of the City in a manner consistent with federal and state law, and;

WHEREAS, Company desires to use the Right-of-Way and requests an expeditious procedure for such use and knowingly waives any challenges it may have to the procedures for the grant of use of the Right-of-Way; provided, that neither party waives any rights it may now or in the future have at law or equity for actions in breach of this Agreement or enforcement of its provisions. The City agrees to allow such use of the Right-of-Way through the expeditious procedures of this Agreement.

NOW THEREFORE, in consideration of the conditions set forth below, Company and the City agree as follows:

SECTION 1. DEFINITIONS

Defined Terms. For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

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

B. "Company" means (Estfan, LLC) and, where appropriate in the context of the Agreement, its contractors and subcontractors performing work related to the construction, maintenance, and operation of the System.

C. "Facilities" means any portion of the System located in, along, over, upon, under, or through the Right-of-Way.

D. "Fee" means the compensation paid to the City by Company for the use of the Right-of-Way pursuant to this Agreement.

E. "Groundwater Remediation System" or "System" means the remedial treatment system including conduit to be installed, operated, inspected and maintained by Company along the Right-of Way that is the subject of this Agreement.

F. "Linear Foot" – means the length in feet of the Right-of-Way along which is located the subsurface pipe or conduit Facilities of the Groundwater Remediation System.

G. "Public Project" - shall mean any project planned or undertaken by the City or any other governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, including without limitation streets, alleys, sidewalks, sewer system, water system, drainage system, Right-of-Way improvement, or any other purpose of a public nature.

H. "Public Project for Private Development" - shall mean a Public Project, or that portion thereof, arising solely from a request or requirement of a third party primarily for the benefit and use of a third party.

I. "Right-of-Way" - shall mean only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, or boulevards dedicated or acquired as rights-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities, or private easements in platted subdivisions or tracts. The term does not include property owned or held by the City but not typically considered right-of-way, including, but not limited to, City parks and reserves and City buildings.

SECTION 2. AUTHORITY TO USE RIGHT-OF-WAY

2.1 **Agreements and Franchises Non-Exclusive**. This Agreement shall be nonexclusive. The City specifically reserves the right to grant, at any time, agreements, franchises, or other rights to use the Right-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable Federal and State law.

2.2 **Grant**. This Agreement shall convey the right, privilege and authority to construct, operate, and maintain Facilities in, through and along the City's Right-of-Way, as shown in Attachment A, for the purposes, and pursuant to the terms and conditions, herein set forth. As a condition of any such grant, Company is required to obtain, and is responsible for, any necessary permit, agreement, approval, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, or the Kansas Department of Health and Environment ("KDHE"), subject to Company's right to challenge in good faith such requirements as established by the KDHE or other City ordinance.

2.3 **Nature of Grant**. The grant under this Agreement shall not convey title, equitable or legal, in the Right-of-Way, and gives only the right to occupy Right-of-Way, for the purposes and for the period stated in this Agreement. The Agreement gives no right of access or use to facilities of a third party.

2.4 **Term**. This Agreement shall be effective upon the date of execution by both parties for a term to be the lesser of twenty (20) years or for a duration determined by the requirements of the KDHE, the United States Environmental Protection Agency ("EPA"), or other governmental entity. This Agreement shall be renewable at the option of Company and subject to Section 2.5 upon written request for additional terms of up to twenty (20) years each; the same to extend until such time as all remediation and other response actions being performed and to be performed by Company at the Site are satisfactorily completed.

2.5 **Amendment.** Upon written request of either the City or Company, the Agreement may be reviewed at any time after the effective date and either the City or Company may propose amendments to any provision of the Agreement by giving thirty (30) days written notice to the other of the amendment(s) desired. The City and Company shall negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s).

Upon written request of either the City or Company, the Agreement shall be reopened and renegotiated at any time upon any change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or Company, including but not limited to the scope of the grant to the Agreement or the compensation to be received by the City.

2.6 **Use of Right-of-Way; Police Powers; Company's Use Subordinate**. Facilities shall be placed with adequate clearance from existing public or private utilities in the Right-of-Way so as not to impact or be impacted by such public or private utilities or improvements. Company shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, including all KDHE approved work plans for the Site, and all other City codes and ordinances in effect as of the date of this Agreement or hereinafter adopted to the extent not in contravention of state or federal law. The

Agreement does not in any way impact the continuing authority of the City through the proper exercise of its Home Rule powers to adopt and enforce ordinances necessary to provide for the health, safety and welfare of the public. In entering this Agreement, the City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Facilities on any particular segment of the Right-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Company. The use of the Right-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use and rights therein. Company shall coordinate the placement of its Facilities in a manner that minimizes adverse impact on public and private improvements, as reasonably determined by the City Engineer.

2.7 **No Interference**. Company shall construct and maintain its Facilities so as not to interfere with other users of the Right-of-Way. All construction and maintenance by Company or its subcontractors shall be performed in accordance with industry standards.

2.8 **Exclusion of Certain Locations/Facilities**. Prior to its installation of any Facilities in the Right-of-Way, and after it provides the City with its proposed plans for the Facilities, the City may in its reasonable discretion designate certain locations or facilities in the Right-of-Way to be excluded from use by Company for its Facilities, including, but not limited to any facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Facilities, or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use, or are not otherwise available for use by Company due to engineering, technological, proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. The City shall provide a written explanation for any denial for a particular location and shall work with Company to identify other suitable routes.

2.9 **Location, Type and Design of Facilities Subject to Approval**.

A. The design, location, and nature of all Facilities shall be subject to the reasonable review and approval of the City Engineer. This is a means to properly manage and control all Right-of-Way usage in the City, and to protect the public health, safety, and welfare. The review and approval is to ensure efficient coordination relating to Right-of-Way use relating to public and private utilities and to evaluate the configuration and size of Facilities that may be located in the Right-of-Way or other public or private property.

B. Except as provided herein, all Facilities constructed by Company shall be placed underground unless otherwise agreed to by the City.

1. Where there are obstructions in the Right-of-Way which make the cost of underground construction unreasonable, or for other engineering, cost or feasibility reasons, Company may request waiver of this requirement, in which event the City will not unreasonably withhold its consent.

2. Above-ground pedestals, vaults, or other above-ground Facilities, may be installed only if approved by the City where alternative underground facilities are not feasible, are inconsistent with prudent engineering or other scientific practices or standards, or where underground requirements are otherwise

waived pursuant to this Section, and shall generally be located behind any sidewalk where feasible.

C. Except as may otherwise be provided by other applicable ordinances of the City, where reasonable and appropriate and where adequate public Right-of-Way exists, Company shall place above-ground Facilities underground in conjunction with City capital improvement projects, and/or at specific locations requested by the City, provided that such placement is practical, efficient, and economically feasible. The City must be informed of, and will evaluate the size of facilities, the appearance of facilities, and whether or not any facility or structure will be unsafe or hazardous, or have an appearance that will be aesthetically adverse to property owners, or may cause a traffic safety problem; and, on the basis of its review, the City Engineer may work with Company to resolve any adverse impact, to the satisfaction of the City Engineer.

2.10 **Right-of-Way Management Code**. The City reserves its rights to adopt a Right-of-Way management and construction standards ordinance of general applicability pursuant to its public health, safety and welfare authority which shall apply to this Agreement except where inconsistent with a material term of the Agreement.

2.11 **Underground Facility Locating Service**. Company shall cooperate with and participate fully in providing reputable underground facility locating services to insure that damage and/or interference with other underground facilities occupants is minimized. This shall include, but not be limited to, participation with the Kansas One Call.

2.12 **Permit Requirements**. While this Agreement establishes the general rules and scope of authority for Company to construct and maintain its System within the Right-of-Way, Company is still required to obtain individual permitting approval from the City Engineer prior to engaging in actual construction of its specific Facilities within the Right-of-Way. At least fifteen (15) days before the beginning of any installation, removal or relocation of its Facilities, Company shall submit detailed plans of the proposed action to the City Engineer. The City Engineer shall, within fifteen (15) days of receipt of such plans, either approve the plans or inform Company of the reasons for disapproval. Company shall designate a responsible contact person with whom representatives of the City Engineer can communicate with on all matters relating to facilities installation and maintenance. Prior to any excavation within the Right-of-Way, Company shall obtain a permit, pay all applicable fees, and perform such work in accordance with applicable provisions of the City ROW Management Code, and any ordinances or regulations that may be adopted by the City regarding excavation work.

2.13 **As Built Drawings**. Company shall keep and maintain accurate records and as-built drawings, in both paper and electronic format, of all Facilities constructed, reconstructed, or relocated in the Right-of-Way after the date hereof. Such Facilities shall be horizontally and vertically located at least every 100 feet and at any other alignment change. All points of Facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Facilities shall consist of elevations in either City datum or United States Geological Survey datum. Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the nature and horizontal and vertical location of its Facilities located within Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and

identification shall be at the sole expense of Company without expense to the City, its employees, agents, or authorized contractors

2.14 **Agent**. Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for timely satisfaction of the information needs of the City and other users of the Right-of-Way.

2.15 **Responsibility for Costs**. Company shall be responsible for its own costs incurred removing or relocation its facilities when required by the City, due to City requirements relating to maintenance and use of the Right-of-Way for City purposes.

SECTION 3. FEES AND COMPENSATION

3.1 **Right-of-Way Fee**. Company shall pay to the City as compensation for the use of the Right-of-Way pursuant to this Agreement, an annual fee calculated by the City as follows: Two Dollars and fifty cents ($2.50) per linear foot of the Right-of-Way occupied by Company's Facilities adjacent to properties not owned by Company at the execution of this Agreement. Once construction is substantially completed, this annual payment shall remain constant during the term of this Agreement, and shall not vary, regardless of any changes in ownership of the properties burdened by this grant or minor changes in the configuration of the Facilities.

3.2 **Timing of Payment of Fees**. Unless otherwise agreed by the parties, Fees under this Section shall be due and payable for each calendar year or part thereof in a lump sum on or before February 15 of that calendar year.

3.3 **Interest on Late Payments and Under Payments**. If the Fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

SECTION 4. TRANSFER OF OWNERSHIP

4.1 Company shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this Agreement or any of the rights or privileges granted by such Agreement, without the prior written consent of the City. Such consent shall not be unreasonably withheld, delayed or denied. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership.

4.2 Any assignment or transfer shall not require consent of the City when the Agreement is assigned, sold or transferred between wholly-owned subsidiaries of a parent corporation, provided that Company provides advance written notice to the City. In all such instances, the assignee or new owner shall be responsible for all Agreement requirements and obligations.

SECTION 5. GENERAL CONDITIONS

5.1 **Compliance With Laws**. The City and Company shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, regulations and policies relating to construction and use of public property.

5.2 **Advertising, Signs or Extraneous Markings**. Company shall not place, or cause to be placed, any sort of signs, advertisements or other extraneous markings, whether relating to Company or any other person or entity on the public Right-of-Way, except such necessary minimal markings as approved by the City as are reasonably necessary to identify the Facilities for service, repair, maintenance or emergency purposes, or as may be otherwise required to be affixed by applicable law or regulation.

5.3 **Forfeiture of Permit and Privilege**. In case of failure on the part of Company, its successors and assigns, to comply with any of the material provisions of this Agreement, or if Company, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the material terms of this Agreement, Company, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights under the Agreement shall cease, terminate and become null and void; provided, however, that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit the rights granted under this Agreement, it shall first serve a written notice upon Company, setting forth in detail the neglect, material breach, or failure complained of, and Company shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period, the City determines that the conditions have not been complied with, the City shall take action, by an affirmative vote of the City Council present at the meeting and voting, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Company may, upon thirty (30) days' notice to City, appeal to District Court.

5.4 **Removal of Facilities**. Upon expiration of this Agreement, whether by lapse of time, by agreement between Company and the City, or by forfeiture thereof, Company shall remove, at its sole cost, from public property any and all of its Facilities that are the subject of this Agreement within a reasonable time after such expiration, and it shall be the duty of Company promptly upon such removal to restore the Right-of-Way from which the Facilities are removed to as good condition as the same were before the removal was effected and as required by the City. Notwithstanding the foregoing, upon request of Company, the City may allow underground Facilities to be left in place when it is not practical or desirable to require removal.

5.5 **Relocation of Facilities**.

A. Company shall, within a reasonable time, relocate or adjust any Facilities located in Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such relocation or adjustment for a particular Public Project shall be performed by Company without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules and regulations of the City pertaining to such; provided, that if Company demonstrates to the satisfaction of the City that the Facility was originally established in a private easement that thereafter became part of the Right-of-Way, the relocation or adjustment shall be without expense to Company.

B. Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development. The expenses attributable to such a project shall be the responsibility of the third party upon the request and appropriate documentation of Company. Before such expenses may be billed to the third party, Company shall be required to coordinate with the third party and the City on the design and construction to ensure that the work required is

necessary and done in a cost effective manner. Upon the request of Company or the third party, the allocation of expenses attributable to project shall be made in the reasonable determination of the City. Eligible third parties may request to have the City specially assess those expenses billed by Company under this section. The City will use its best efforts, but is not required, to continue to provide a location in the Right-of-Way for Facilities as part of a Public Project, provided that Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

C. Company shall be given not less than thirty (30) days written notice from the permit holder detailing the time and location of the moving operations, and not less than forty-eight (48) hours advance notice from the permit holder advising of the actual operation. The City shall not be liable for any such expense or notice requirement for the moving of houses or structures by the City or its contractors.

SECTION 6. CONFIDENTIAL INFORMATION

By entering into this Agreement, Company acknowledges and agrees that this Agreement, and certain information required to be filed with the City pursuant to this Agreement, are subject to inspection and copying by the public pursuant to the provisions of the Kansas Open Records Act, K.S.A. 45-215 et seq. When requested by Company, the City will apply such confidentially procedures as are available under the Act.

SECTION 7. LIABILITY AND INDEMNIFICATION

7.1 It shall be the responsibility of Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If Company fails to accurately or timely locate Facilities when requested, it has no claim for cost or damages against the City and its authorized contractors unless such party is responsible for the harm or damage by its negligence or intentional conduct. Company shall be responsible to the City and its agents, representatives and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of Company to perform any of its obligations under this Agreement except to the extent the damaged party is responsible for the harm or damage by its negligence or intentional conduct. Provided, however, the City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Company's System.

7.1.1 Company shall hold harmless and save and defend the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including attorney fees, to the extent occasioned in any manner by the failure of Company to perform any of its obligations under this Agreement, except to the extent the City, its officers, employees, agents, and authorized contractors are responsible for the harm or damage as a result of its negligence or intentional conduct. In the event a claim shall be made or an action shall be instituted against the City growing out of any such failure by Company to perform its obligations under this Agreement then, upon notice by the City to Company, Company shall assume liability for the defense of such actions at the cost of Company, subject to the option of the City to appear and defend, at its own cost, any such case.

SECTION 8. INSURANCE

8.1 During the term of this Agreement, unless specified otherwise, Company shall obtain and maintain at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas, naming the City as Certificate Holder, not less than the following insurance:

A. Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of not less than Five Hundred Thousand Dollars ($500,000) per accident.

B. Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability, naming the City as Certificate Holder.

8.2 Company shall, as material condition of this Agreement, prior of the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance, satisfactory in form and content, reflecting full compliance with the requirements set forth in paragraphs 8.1.A "Workers' Compensation" and "Employer's Liability" and 8.1.B "Commercial General Liability." The certificate will also provide a thirty (30) calendar days advance written notice in the event of cancellation or material change.

8.3 Nothing contained in this Agreement shall limit Company's liability to the City to the limits of insurance certified or carried.

SECTION 9. INVALIDITY AND REMEDIES

9.1 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

9.2 The right and remedies of the Parties under this Agreement shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach. The laws of the State of Kansas shall govern this Agreement and any rights granted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

Approved as to Form:

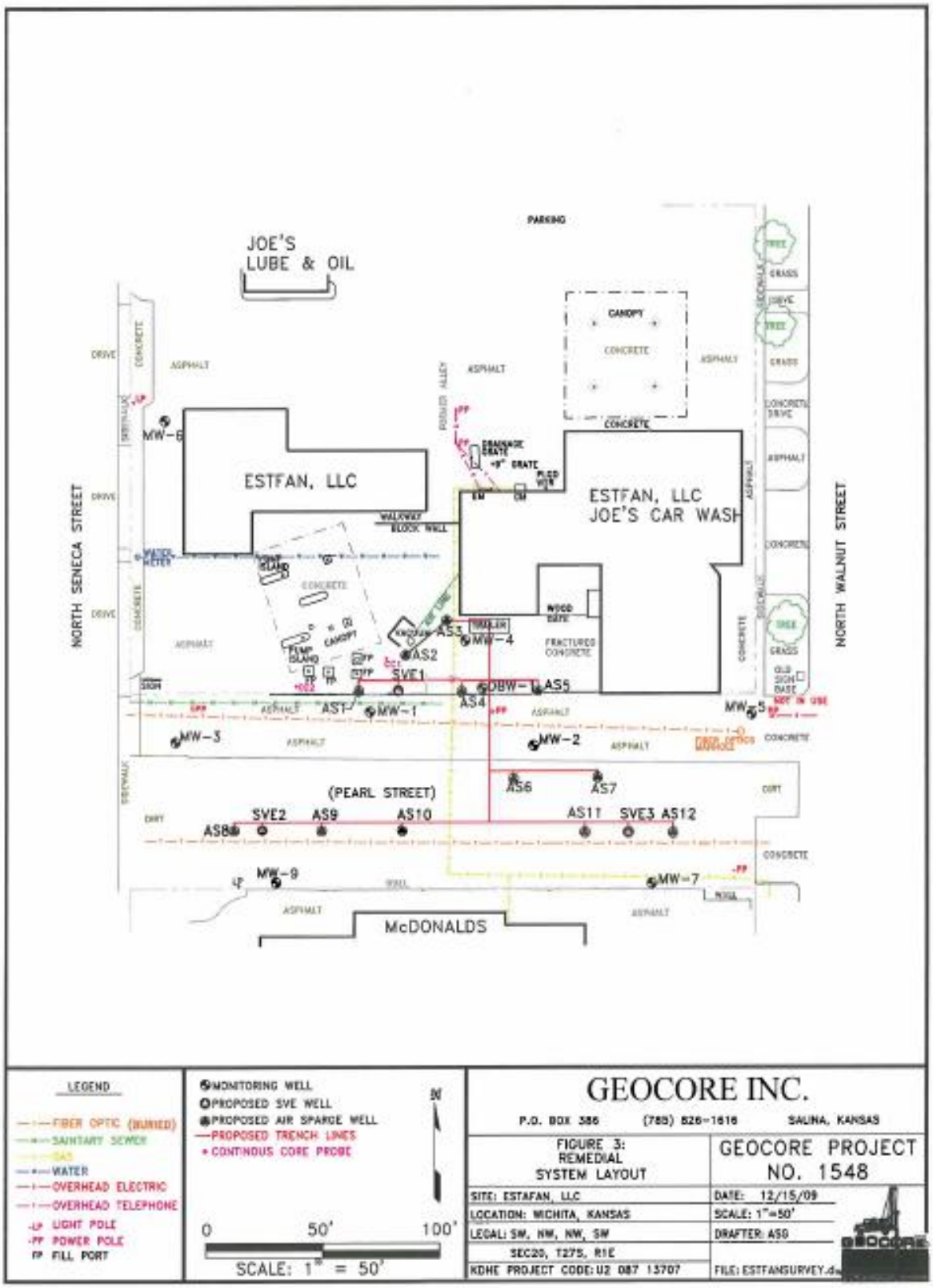
_____

Gary E. Rebenstorf, City Attorney

(Estfan, LLC)

By: _____

Title: Environmental Scientist, Greenfield Contractors, Inc.


JOE'S
LUBE & OIL
PARKING
ESTFAN, LLC
ESTFAN, LLC
JOE'S CAR WASH
NORTH SENECA STREET
NORTH WALNUT STREET
(PEARL STREET)
McDONALDS
MW-1
MW-2
MW-3
MW-4
MW-5
MW-6
MW-7
MW-9
AS1
AS2
AS3
AS4
AS5
AS6
AS7
AS8
AS9
AS10
AS11
AS12
SVE1
SVE2
SVE3
OBW-1
LEGEND
FIBER OPTIC (BURIED)
SANITARY SEWER
GAS
WATER
OVERHEAD ELECTRIC
OVERHEAD TELEPHONE
LIGHT POLE
POWER POLE
FILL PORT
MONITORING WELL
PROPOSED SVE WELL
PROPOSED AIR SPARGE WELL
PROPOSED TRENCH LINES
CONTINOUS CORE PROBE
N
0
50'
100'
SCALE: 1" = 50'
GEOCORE INC.
P.O. BOX 386
(785) 826-1616
SALINA, KANSAS
FIGURE 3:
REMEDIAL
SYSTEM LAYOUT
GEOCORE PROJECT
NO. 1548
SITE: ESTAFAN, LLC
LOCATION: WICHITA, KANSAS
LEGAL: SW, NW, NW, SW
SEC20, T27S, R1E
KDHE PROJECT CODE: U2 087 13707
DATE: 12/15/09
SCALE: 1"=50'
DRAFTER: ASG
FILE: ESTFANSURVEY.d

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2009

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stefany Kaniper Ins Agency
1716 Highland Ave
Salina, KS 67401

CONTACT NAME: Stefany L Kaniper
PHONE (A/C, No, Ext): 785-822-7358 FAX (A/C, No): 785-538-4471
E-MAIL ADDRESS: skaniper@farmersagent.com
PRODUCER CUSTOMER ID #:

INSURED
Greenfield Contractors, Inc.
2775 Arnold, Suite D
Salina, KS 67401

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Rockhill Insurance Company	
INSURER B: Travelers	
INSURER C: Truck Insurance Exchange	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Pollution Liability ✓ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	✓	☐	4000005362-071	10/01/2009	10/01/2010	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ✓ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ☐ NON-OWNED AUTOS	✓	☐	602768725 approved auto form 1/6-10 by [illegible]	07/24/2009	07/24/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $	☐	☐				EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6KUB-0903C01-5-09	10/01/2009	10/01/2010	☐ WC STATUTORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ground Water and Soil Remediation Contractor. City of Wichita and Joe's Car Wash is listed as additional insured.

CERTIFICATE HOLDER

City of Wichita
Joe's Car Wash

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stefany L Kaniper

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ACORD 25 (2009/09)

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Agenda Item No. XII-5d

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Wichita Valley Center Flood Control Levee Improvements

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the gas main relocation.

Background: Several sections of the Wichita Valley Center Flood Control Project levees need to be improved in order to be recertified by the U.S. Army Corps of Engineers. Three separate projects have been designed, bid and construction is underway.

Analysis: A private gas line which serves Sewer Treatment Plant No. 2 currently extends across the floodway to the sanitary sewer digesters. For the floodway to meet U.S. Army Corps of Engineers standards, this gas line needs to be relocated from the floodway. The proposed route for the new line will be in a gas line easement between Hydraulic Avenue and the digesters; the new line will be maintained by Kansas Gas Service.

An agreement has been prepared to permit Kansas Gas Service to occupy and construct improvements on, over and across a utility gas easement located at the Wichita Sewer Treatment Plant near East 57th Street South and Hydraulic Avenue.

Financial Considerations: Cost estimates have been provided by Kansas Gas Service and are expected not to exceed $40,000 for installation of the main, relocation of the meter, and abandoning existing below-ground facilities. These costs will be funded through the approved Wichita Valley Center Flood Control Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable for flood control and protection of property. It also addresses Safe and Secure Community goal by ensuring the community's flood control project meet federal safety requirements for the next 50 years.

Legal Considerations: The agreement was written by Kansas Gas Service. Law Department has reviewed the agreement and easement documents, and both have been approved as to legal form.

Recommendations/Actions: It is recommended the City Council approve the gas main relocation, easement and agreement, and authorize the necessary signatures.

Attachments: Easement and agreement.

KANSAS GAS SERVICE COMPANY CONTRACT FOR THE RELOCATION OF NATURAL GAS FACILITIES

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between ___City of Wichita, Kansas _, hereinafter referred to as "Applicant" and Kansas Gas Service Company, a division of ONEOK, Inc., hereinafter referred to as "Company".

WITNESSETH:

The parties agree as follows:

(1) Company is a public utility engaged in the distribution of natural gas in and about Wichita, Kansas.

(2) Applicant has requested Company to relocate the present gas meter setting and yard line to clear conflicts with a Corps of Engineers drainage project. The Company will install approximately 3,000 feet of 4" PE main, move the meter & regulator setting, and tie into the existing yard line.

(3)(a) In order to compensate Company for the cost to construct such relocation, Applicant has contributed the sum of $ 34,000 to Company, and Company agrees to construct the requested relocation as described in attached map. It shall be understood that such contribution is based on estimated costs. Company reserves the right to modify such contribution after actual costs become known. The term "estimated cost" as used herein will be the estimated cost for materials, labor and work related equipment required, plus Company's related overheads.

(b) Following the completion of the relocation work, Company will determine the actual cost of the construction expenses. Company will thereafter apply the payment previously received against said actual cost and shall bill Applicant for the actual cost less payment previously paid. The total cost for this project to the Applicant is not to exceed $40,000. Applicant agrees to pay Company within sixty (60) days of mailing the amount of such final bill submitted herein.

(c) If the actual cost of construction activity required is less than the payment made thereon by Applicant, Company agrees to refund to Applicant within sixty (60) days of such finalized costs, that amount by which the payment exceeds said actual cost.

(4) It is expressly understood and agreed between the parties that the above-described relocation shall be the absolute property of Company free of any liens, claims, or equity of Applicant.

(5) Company and Applicant agree that they may execute other Agreements regarding the facilities described above. The parties agree that the terms of this contract and the other Agreements shall be enforceable in accordance with their own terms.

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the day and the year first above written.

KANSAS GAS SERVICE COMPANY
A DIVISION OF ONEOK, INC.

_____
Name (please print)

_____
Signature

_____
Title

CITY OF WICHITA
455 N. MAIN
WICHITA, KS 67202

Carl Brewer
Name (please print)

_____
Signature

Mayor
Title

APPROVAL AS TO FORM:

_____

UTILITY GAS LINE EASEMENT

THIS EASEMENT made this _____ day of _____, 20 _____,

by and between __City of Wichita, Kansas____of the first part and _Kansas Gas Service_ of the of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of construction and maintainenance of a gas distribution line along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

C.O.W. C-531&150-UP
11/17/09
CWL

"Utility Gas Line Easement"

A tract of land for Utility Gas Line Easement lying in a portion of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

BEGINNING 40 feet south and 50 feet east of the Northwest corner of the Southwest Quarter of said Northwest Quarter Section 27; thence parallel with the north line of said Southwest Quarter of said Northwest Quarter N88˚59'03"E, 1583.79 feet; thence S00˚41'17"E, 1021.93 feet; thence S21˚16'51"E, 177.77 feet; thence N89˚53'32"W, 21.48 feet; thence N21˚16'51"W, 173.57 feet; thence N00˚41'17"W, 1005.44 feet; thence parallel with the north line of said Southwest Quarter of said Northwest Quarter S88˚59'03"W, 1563.72 feet; thence N00˚52'50"W, 20.00 feet to the **POINT OF BEGINNING**.

Said tract of land contains 55,269 square feet or 1.27 acres, more or less.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such gas line main.

IN WITNESS WHEREOF: The said first part has signed these presents the day and year first written.

_____
City of Wichita

Personally appeared before me a notary public in and for the County and State aforesaid

_____

to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this _____ day of _____, 20 _____.

_____
Notary Public

(My Commission expires _____)

IN WITNESS WHEREOF: The said second part has signed these presents the day and year first written.

_____
Kansas Gas Service

Personally appeared before me a notary public in and for the County and State aforesaid

_____

to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this _____ day of _____, 20 _____.

_____
Notary Public

(My Commission expires _____)

APPROVAL AS TO FORM

_____
Gary E. Rebenstorf, Director of Law

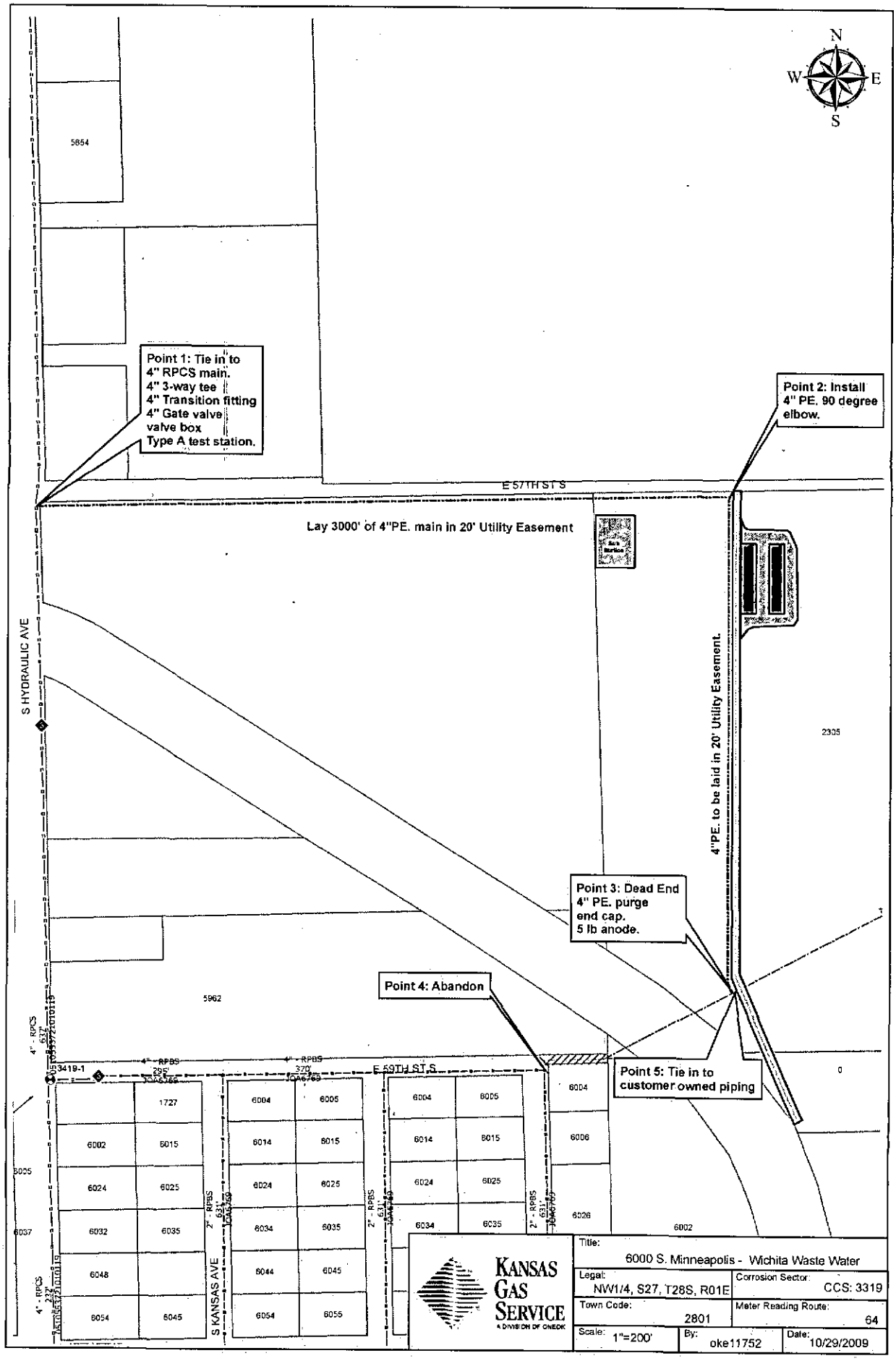
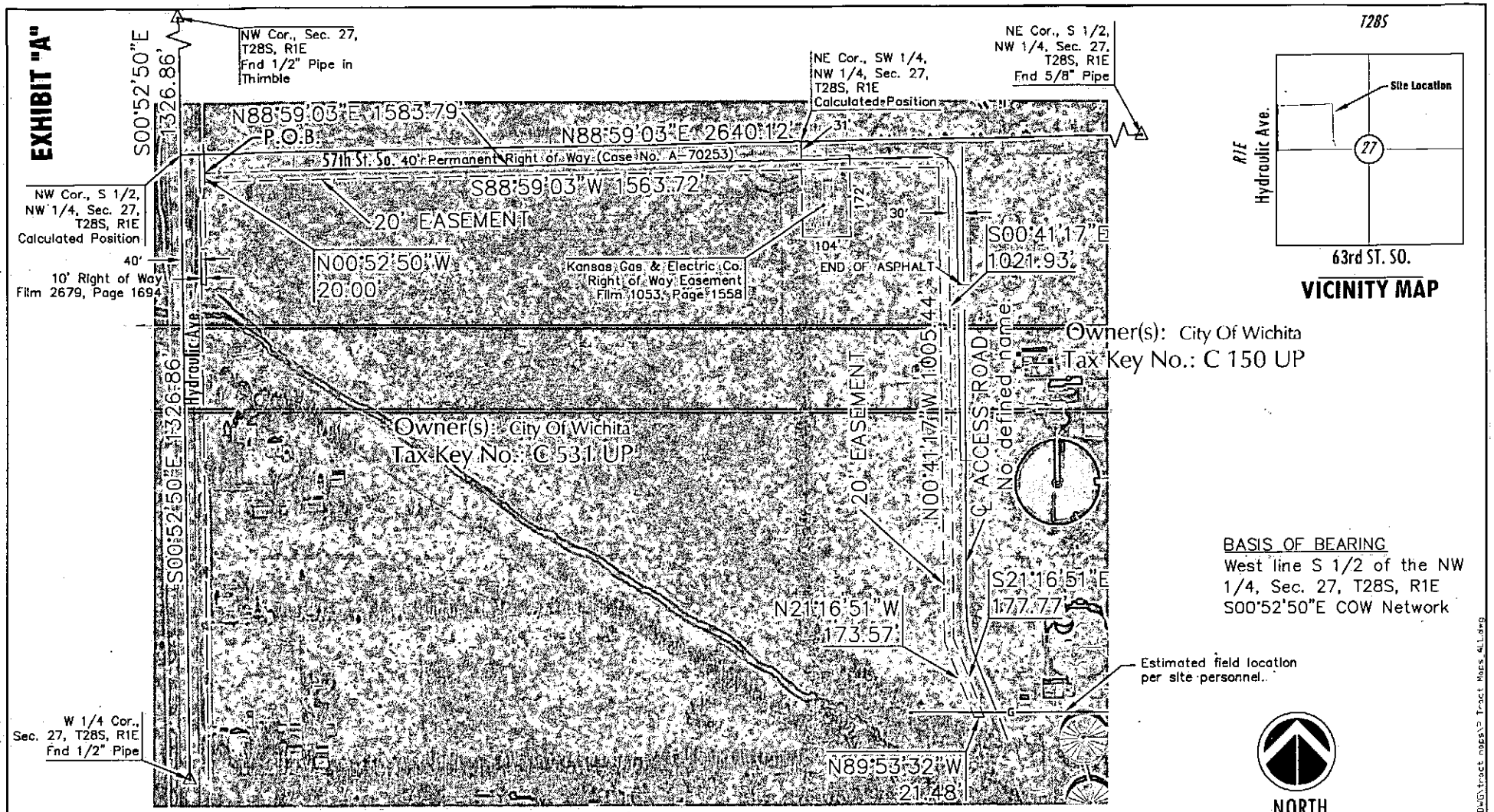

N
W
E
S
5854
Point 1: Tie in to
4" RPCS main.
4" 3-way tee
4" Transition fitting
4" Gate valve
valve box
Type A test station.
Point 2: Install
4" PE. 90 degree
elbow.
E 57TH ST S
Lay 3000' of 4"PE. main in 20' Utility Easement
S HYDRAULIC AVE
4"PE. to be laid in 20' Utility Easement.
2305
Point 3: Dead End
4" PE. purge
end cap.
5 lb anode.
Point 4: Abandon
5962
Point 5: Tie in to
customer owned piping
E 59TH ST S
S KANSAS AVE
KANSAS GAS SERVICE
A DIVISION OF ONEOK
Title:
6000 S. Minneapolis - Wichita Waste Water
Legal:
NW1/4, S27, T28S, R01E
Corrosion Sector:
CCS: 3319
Town Code:
2801
Meter Reading Route:
64
Scale:
1"=200'
By:
oke11752
Date:
10/29/2009

EXHIBIT "A"



DESCRIPTION OF "Utility Gas Line Easement"

A tract of land for Utility Easement lying in a portion of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

BEGINNING 40 feet south and 50 feet east of the Northwest corner of the Southwest Quarter of said Northwest Quarter Section 27; thence parallel with the north line of said Southwest Quarter of said Northwest Quarter N88°59'03"E, 1583.79 feet; thence S00°41'17"E, 1021.93 feet; thence S21°16'51"E, 177.77 feet; thence N89°53'32"W, 21.48 feet; thence N21°16'51"W, 173.57 feet; thence N00°41'17"W, 1005.44 feet; thence parallel with the north line of said Southwest Quarter of said Northwest Quarter S88°59'03"W, 1563.72 feet; thence N00°52'50"W, 20.00 feet to the **POINT OF BEGINNING**.

Said tract of land contains 55,269 square feet or 1.27 acres, more or less.

This tract exhibit does not constitute a boundary survey.

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

TITLE
TRACT Map - C-531 & 150-UP
City of Wichita

SHEET NAME
Levee P - WVLFPP

PROJECT - 07866 *Prepared: November 2009*
2009 Wichita Valley Center Local Flood Protection Project

I:\MAP\2007\07866\Reconstruction Projects\1400 Levee P\DWG\tract maps\2 Tract Maps 4L1.dwg

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Pauline Decker, a single person, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") All of the West 65 feet of the Northwest Quarter of the Northwest Quarter of Section Twenty-Eight (28), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, EXCEPT road right-of-way. Said easement contains 1.18 acres, more or less.

Temporary Easement (Construction – Parcel "B") All of the East 50 feet of the West 115 feet of the Northwest Quarter of the Northwest Quarter of Section Twenty-Eight (28), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said easement contains 1.48 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Two Thousand Two Hundred Ninety-six Dollars and No Cents ($2,296.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 15, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Pauline Decker

Pauline Decker, a single person

BUYER:

Carl Brewer, Mayor

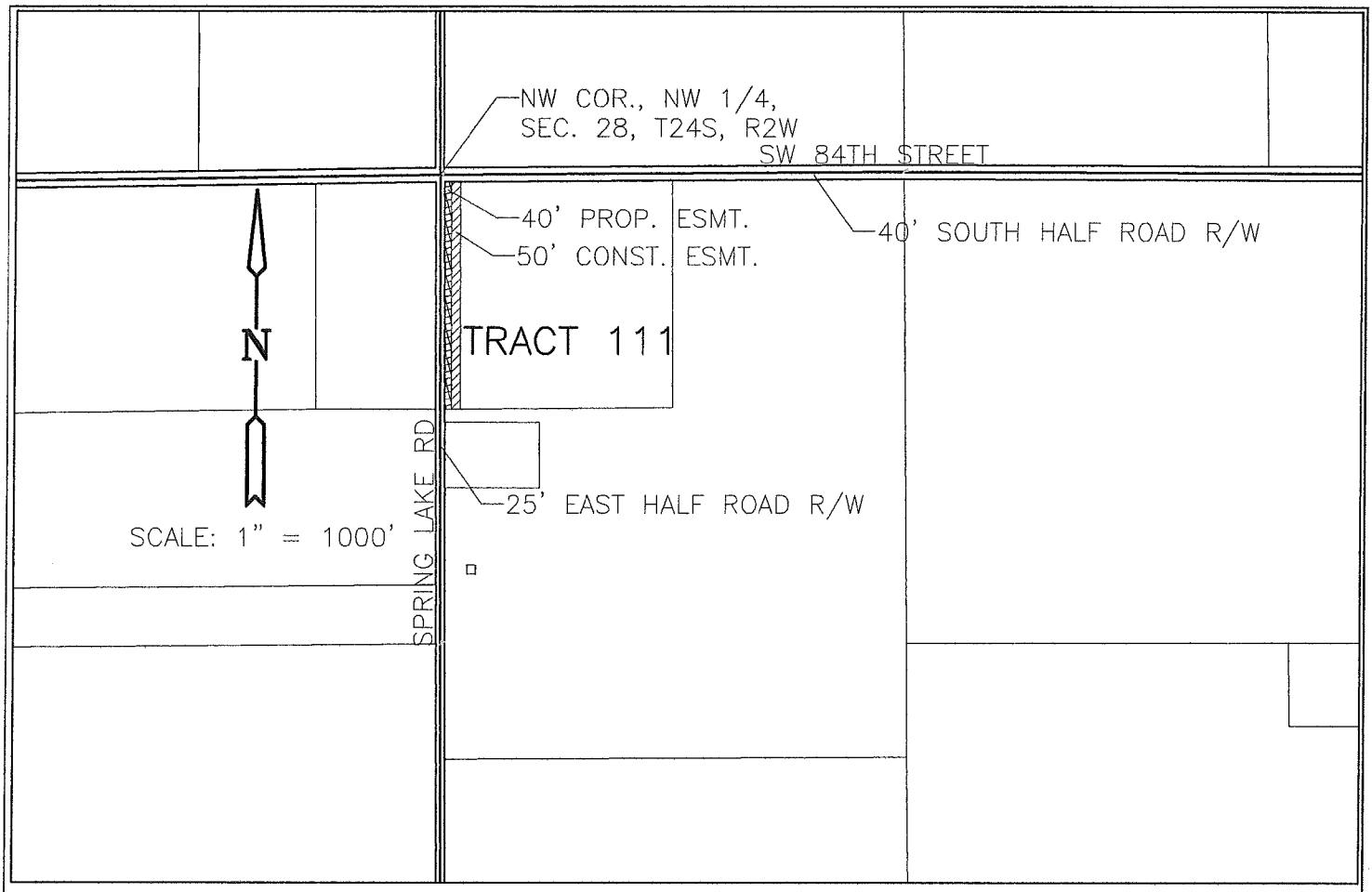
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf / GAV

Gary E. Rebenstorf, Director of Law



EASEMENT:

All of the West 65 feet of the Northwest Quarter of the Northwest Quarter of Section Twenty-Eight (28), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, EXCEPT road right-of-way. Said easement contains 1.18 acres, more or less.

CONSTRUCTION EASEMENT:

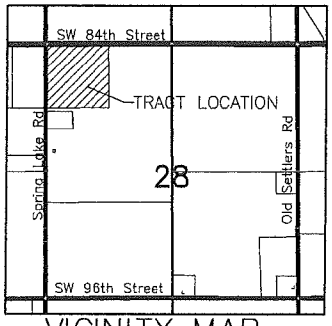
All of the East 50 feet of the Northwest Quarter of the Northwest Quarter of Section Twenty-Eight (28), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said easement contains 1.48 acres, more or less.

LEGEND:

Construction Easement

Easement

OWNER:
DECKER, PAULINE



VICINITY MAP

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

SW 72ND TRANSMISSION MAIN
PROJECT NAME

TRACT 111
SHEET TITLE

DESIGN BY:	DRAWN BY:	CHECKED BY:
JGP	MLT	WPF

DATE	JOB NO.	SHEET/OF
OCTOBER 2009	788014	1 / 1

ASR
PRESERVING OUR WATER
...OUR FUTURE

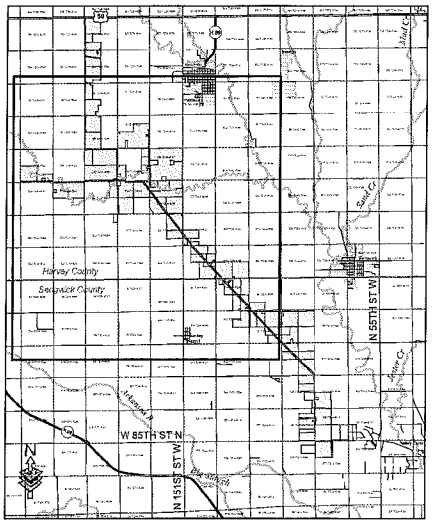
BID PACKAGE 2
Property Acquisition Map

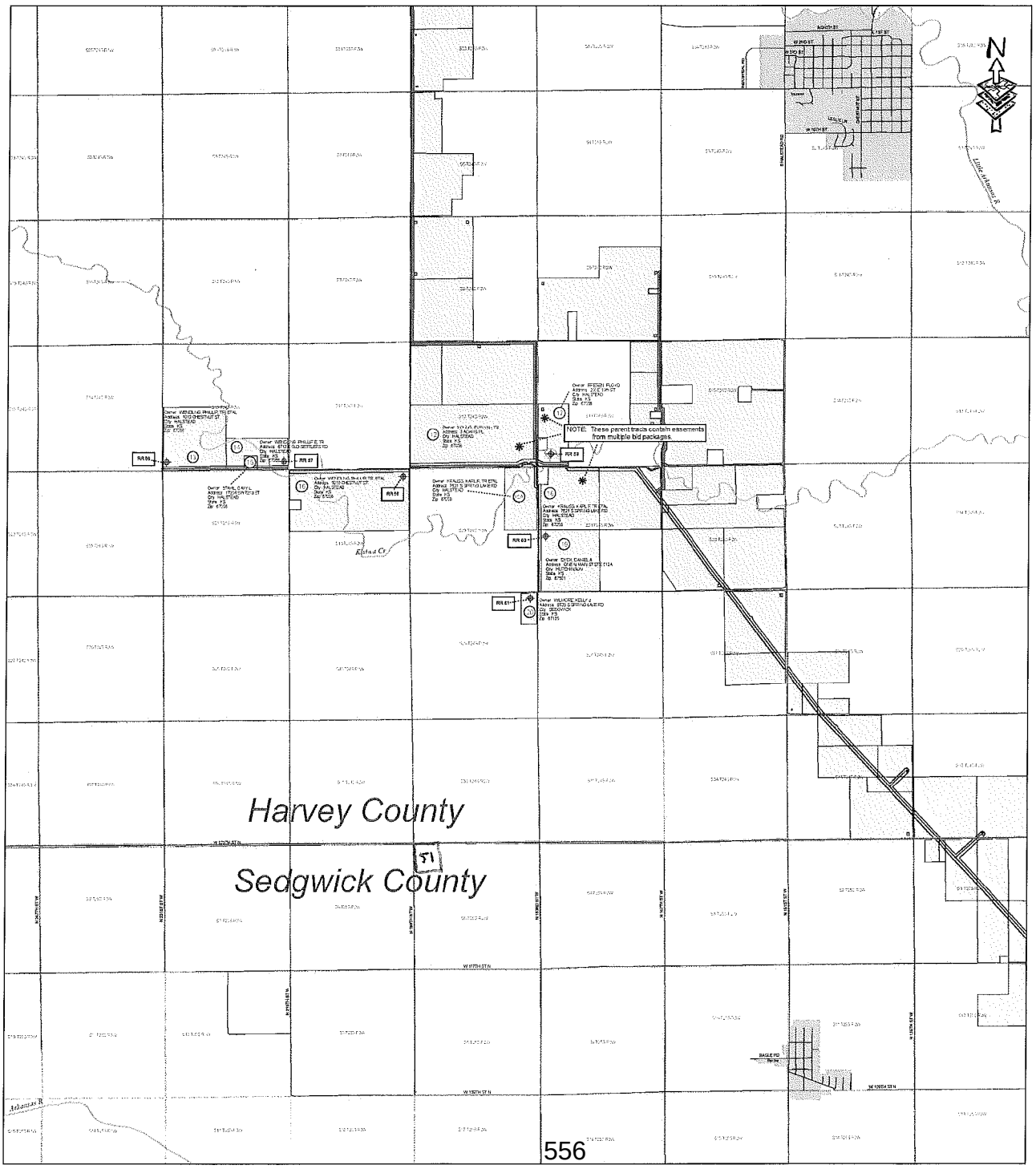
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07665\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Southeast Corner of Spring Lake Road and SW 84th Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the southeast corner of Spring Lake Road and SW 84th Street, in Halstead, consists of a 40 foot wide permanent easement together with a 50 foot temporary easement during construction. The permanent easement is 1.18 acres in size and the temporary is 1.48 acres. The portion of the property impacted by the easements is used for agricultural purposes. Other than crops, no other improvements are impacted as a result of the taking.

Analysis: The seller has agreed to convey the necessary permanent and temporary easement for the estimated market value offer of $2,296, or $900 an acre for the 1.18 acre permanent easement and $360 an acre for the 1.48 acre temporary easement. $701 was allocated for crop damages.

Financial Considerations: A budget of $3,396 is requested; this includes $2,296 for the acquisition, $1,100 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Steven K. Smith, Husband and Sharon F. Smith, Wife (as joint tenants), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") All of the East 40 feet of the West 65 feet of the North 987.8 feet of the West Half of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West of the 6th PM, Harvey County, Kansas. The described easement contains 0.91 acres, more or less.

Temporary Easement (Construction – Parcel "B") All of the East 50 feet of the West 115 feet of the North 987.8 feet of the West Half of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West of the 6th PM, Harvey County, Kansas. The described easement contains 1.13 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Thousand One Hundred Twenty-six Dollars and No Cents ($5,126.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Steven K. Smith

Steven K. Smith, Husband
Joint Tenant

Sharon F. Smith

Sharon F. Smith, Wife
Joint Tenant

BUYER:

Carl Brewer, Mayor

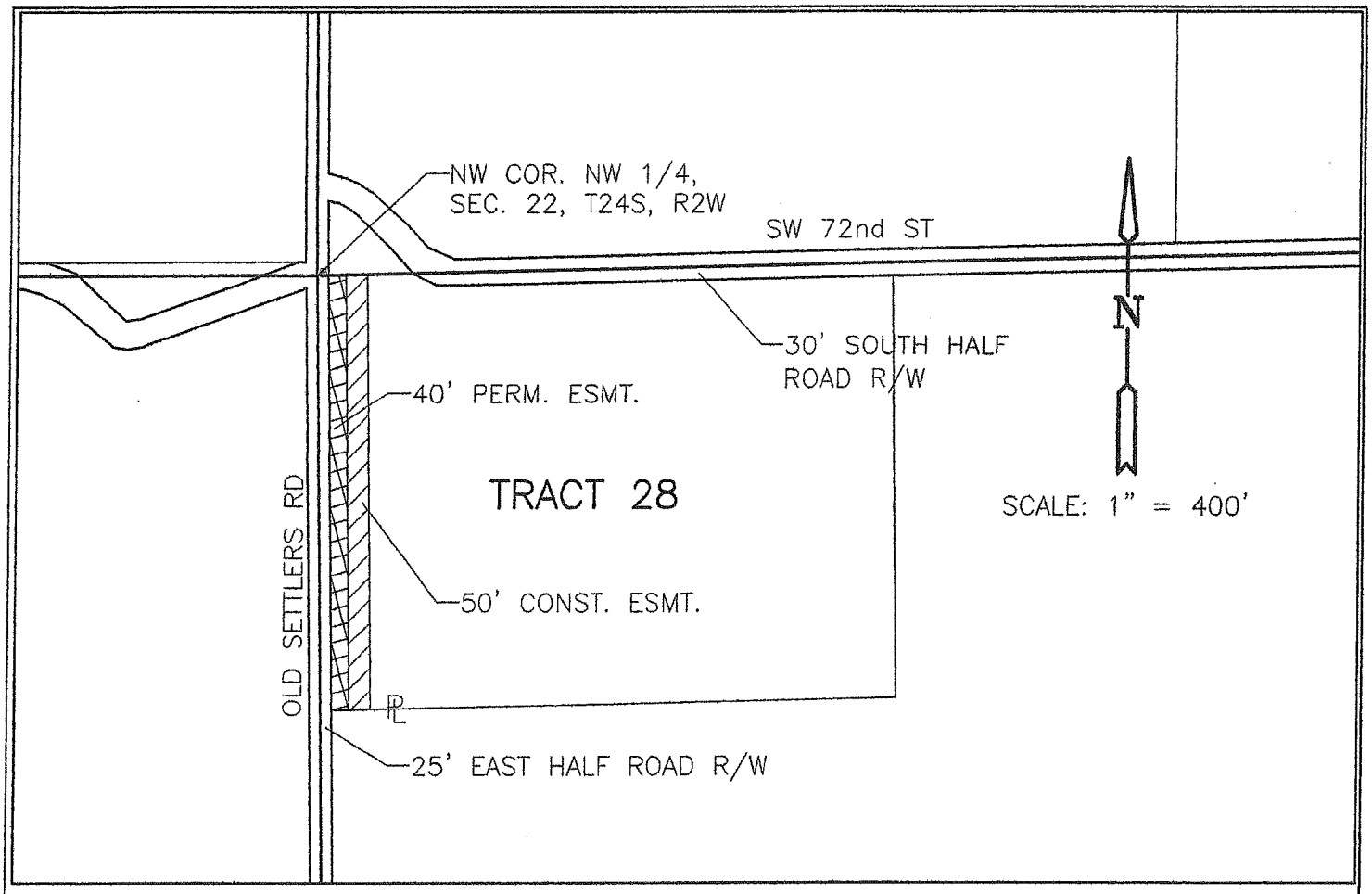
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law



EASEMENT:

All of the East 40 feet of the West 65 feet of the North 987.8 feet of the West Half of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West of the 6th PM, Harvey County, Kansas. The described easement contains 0.91 acres, more or less.

CONSTRUCTION EASEMENT:

All of the East 50 feet of the West 115 feet of the North 987.8 feet of the West Half of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West of the 6th PM, Harvey County, Kansas. The described easement contains 1.13 acres, more or less.

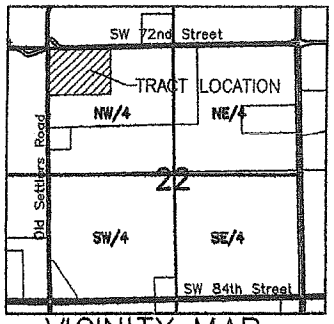
LEGEND:

Construction Easement

Easement

OWNER:

SMITH, STEVEN K. & SHARON F.



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

ASR

CDM
Camp Dresser & McKee
343 Riverview, Ste. 130
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

GOLDEN PRAIRIE RD. TRANSMISSION MAIN		
PROJECT NAME		
TRACT 28		
SHEET TITLE		
JGP	*MLT*	*WPF*
DESIGN BY:	DRAWN BY:	CHECKED BY:
SEPTEMBER 2009	*788014*	*1 / 1*
DATE	JOB NO.	SHEET / OF

ASR
PRESERVING OUR WATER
...OUR FUTURE

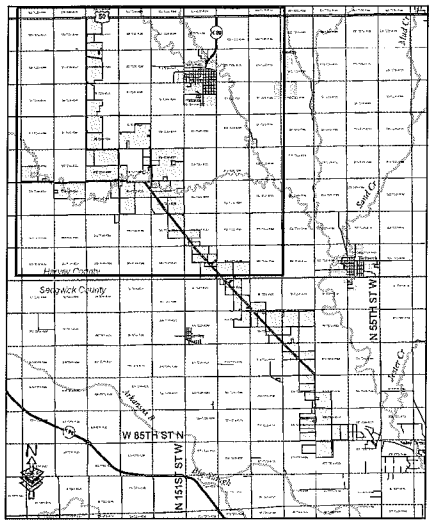
BID PACKAGE 3
Property Acquisition Map

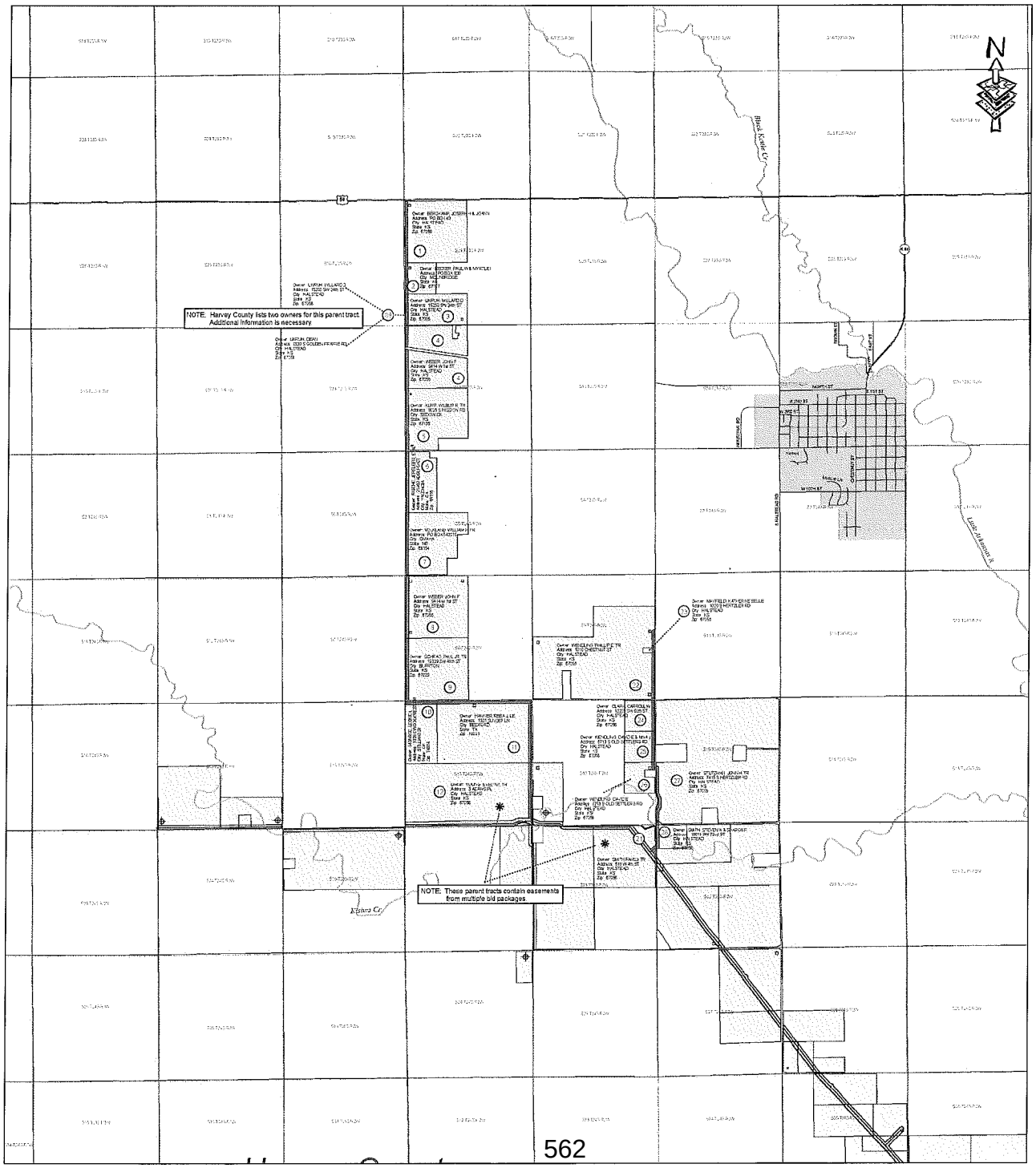
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Southeast Corner of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the southeast corner of Old Settlers Road and SW 72nd Street in Halstead consists of a 0.91 acre permanent easement together with a 1.13 acre temporary easement for construction. This site is currently utilized as a pasture and is fenced in.

Analysis: The proposed easements will require the landowner to relocate the fence during construction. There are three mature trees also impacted as a result of the acquisition. The seller has agreed to convey the necessary permanent and temporary easement for the estimated market value offer of $5,126, or $900 an acre for the 0.91 acre and $360 an acre for the 1.13 acre temporary easement. $2,400 was allocated for the 1,200 of linear feet of fencing. $1,500 was allocated for the loss of the mature trees.

Financial Considerations: A budget of $6,476 is requested; this includes $5,126 for the acquisition, $1,350 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Steven K. Smith, Husband and Sharon F. Smith, Wife (as joint tenants), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") An 85.5 foot wide strip of land lying on the Northeasterly side of the following described line, commencing at the Northwest Corner of the Northwest Quarter of Section Twenty-Two (22), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S00°52'31"E for 1556.53 feet to the point of beginning; thence S37°30'11"E for 136.29 feet, more or less, to a point on the South line of the parent tract for this easement, said South line being 1666.3 feet, more or less, South of the North line of said Northwest Quarter. Except road right-of-way. Said tract contains 0.36 acres, more or less, excluding road right-of-way. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the West line of the said Quarter Section and the South line of the parent tract for this easement.

Temporary Easement (Construction – Parcel "B") All of the North 1666.3 feet of the Northwest Quarter of Section Twenty-Two (22), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, lying on the Southwesterly side of the following described line, commencing at the Northwest corner of the Northwest Quarter of Section Twenty-Two (22), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S00°52'31"E for 1556.53 feet to the point of beginning; thence S37°30'11"E for 136.29 feet, more or less, to a point on the South line of the parent tract for this easement, said South line being 1666.3 feet, more or less, South of the North line of said Northwest Quarter. Except road right-of-way. Said tract contains 0.05 acres, more or less, excluding road right-of-way. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the West line of the said Quarter Section and the South line of the parent tract for this easement.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Hundred Ninety-four Dollars and No Cents ($594.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Steven K. Smith

Steven K. Smith, Husband
Joint Tenant

Sharon F. Smith

Sharon F. Smith, Wife
Joint Tenant

BUYER:

Carl Brewer, Mayor

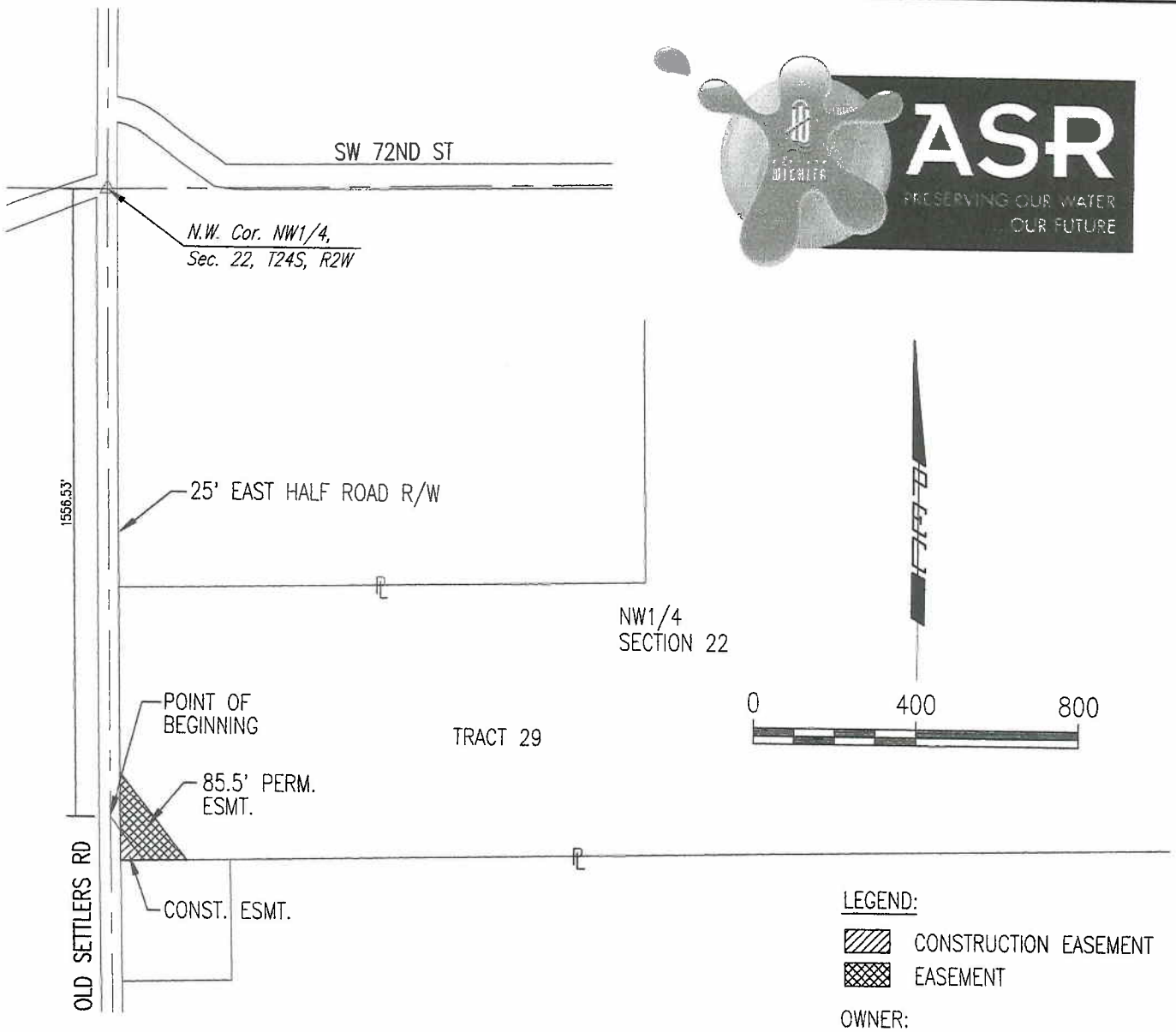
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law



EASEMENT:
AN 85.5 FOOT WIDE STRIP OF LAND LYING ON THE NORTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 1556.53 FEET TO THE POINT OF BEGINNING; THENCE S37°30'11"E FOR 136.29 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE PARENT TRACT FOR THIS EASEMENT, SAID SOUTH LINE BEING 1666.3 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER. EXCEPT ROAD RIGHT-OF-WAY. SAID TRACT CONTAINS 0.36 ACRES, MORE OR LESS, EXCLUDING ROAD RIGHT-OF-WAY. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE WEST LINE OF THE SAID QUARTER SECTION AND THE SOUTH LINE OF THE PARENT TRACT FOR THIS EASEMENT.

CONSTRUCTION EASEMENT:
ALL OF THE NORTH 1666.3 FEET OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, LYING ON THE SOUTHWESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 1556.53 FEET TO THE POINT OF BEGINNING; THENCE S37°30'11"E FOR 136.29 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE PARENT TRACT FOR THIS EASEMENT, SAID SOUTH LINE BEING 1666.3 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER. EXCEPT ROAD RIGHT-OF-WAY. SAID TRACT CONTAINS 0.05 ACRES, MORE OR LESS, EXCLUDING ROAD RIGHT-OF-WAY. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE WEST LINE OF THE SAID QUARTER SECTION AND THE SOUTH LINE OF THE PARENT TRACT FOR THIS EASEMENT.

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ASR
PRESERVING OUR WATER ...OUR FUTURE

BID PACKAGE 3
Property Acquisition Map

Legend
- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- Parent Tract ID Number

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Last saved 2/2/2009 by SAD
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Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
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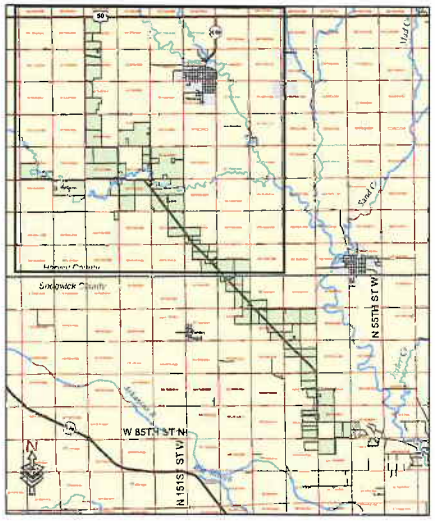
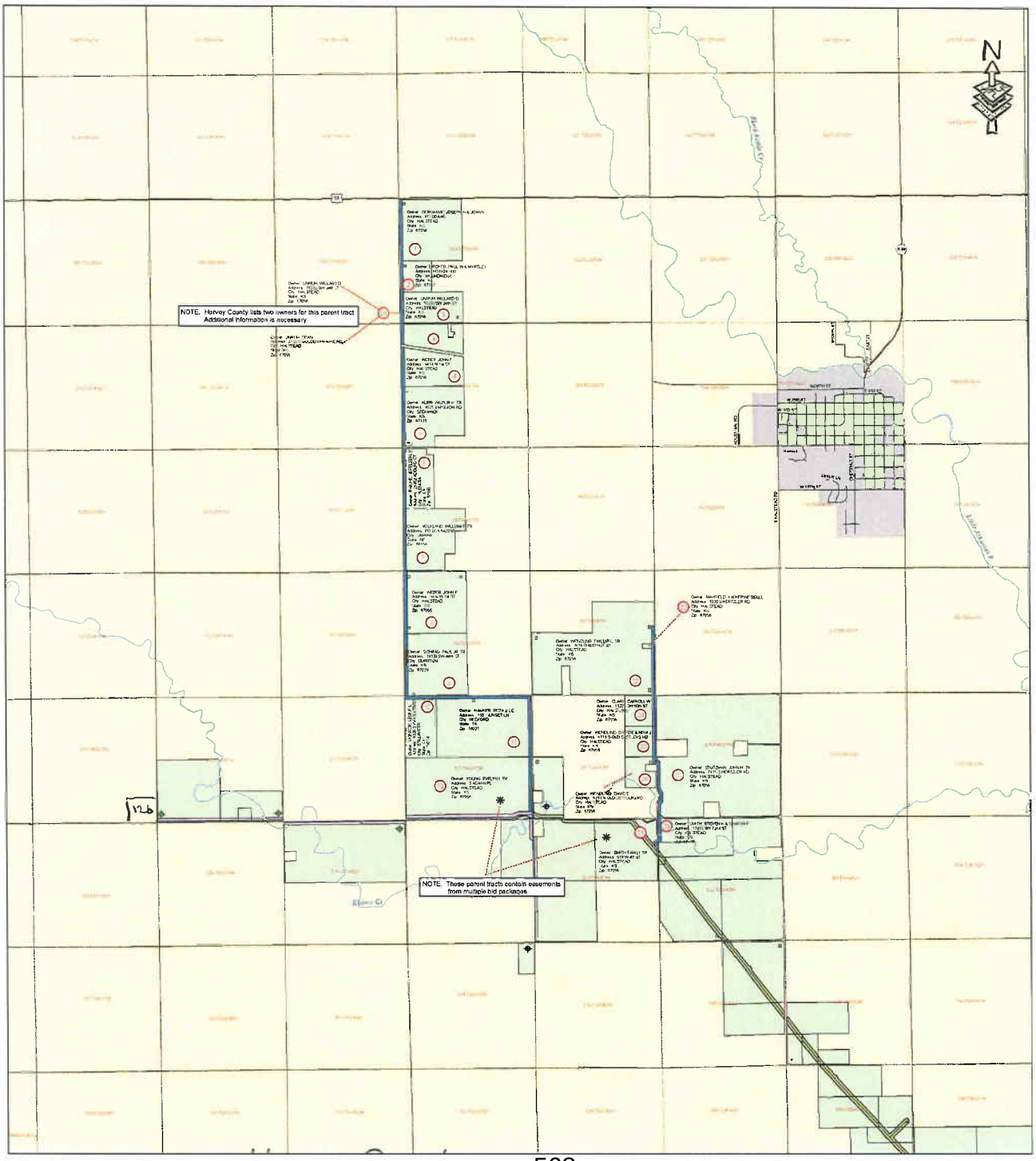




CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Southeast Side of Old Settlers Road and SW 72nd Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition along the southeast side of Old Settlers Road and SW 72nd Street in Halstead consists of a 0.36 acre permanent easement together with a 0.05 acre temporary easement for construction. This site is currently in agricultural production.

Analysis: The pipeline easement will impact the crops within the proposed area. No other improvements are impacted as a result of the project. The seller has agreed to convey the necessary permanent and temporary easement for the estimated market value offer of $594, or $900 an acre for the 0.36 acres and $360 an acre for the 0.05 acre temporary easement. $252 was allowed as crop damages.

Financial Considerations: A budget of $1,194 is requested; this includes $594 for the acquisition, $600 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 20____ by and between Stanley D. Miller and Joan C Miller, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   The South 20 feet of the North 60 feet of the East 300 feet of the West 375 feet of the Northwest Quarter of Section 35, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Twelve Thousand Dollars ($12,000) in the manner following to-wit: cash at closing

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such

insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 30, 2010.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Stanley D. Miller

Stanley D. Miller

Joan C. Miller

Joan C. Miller

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

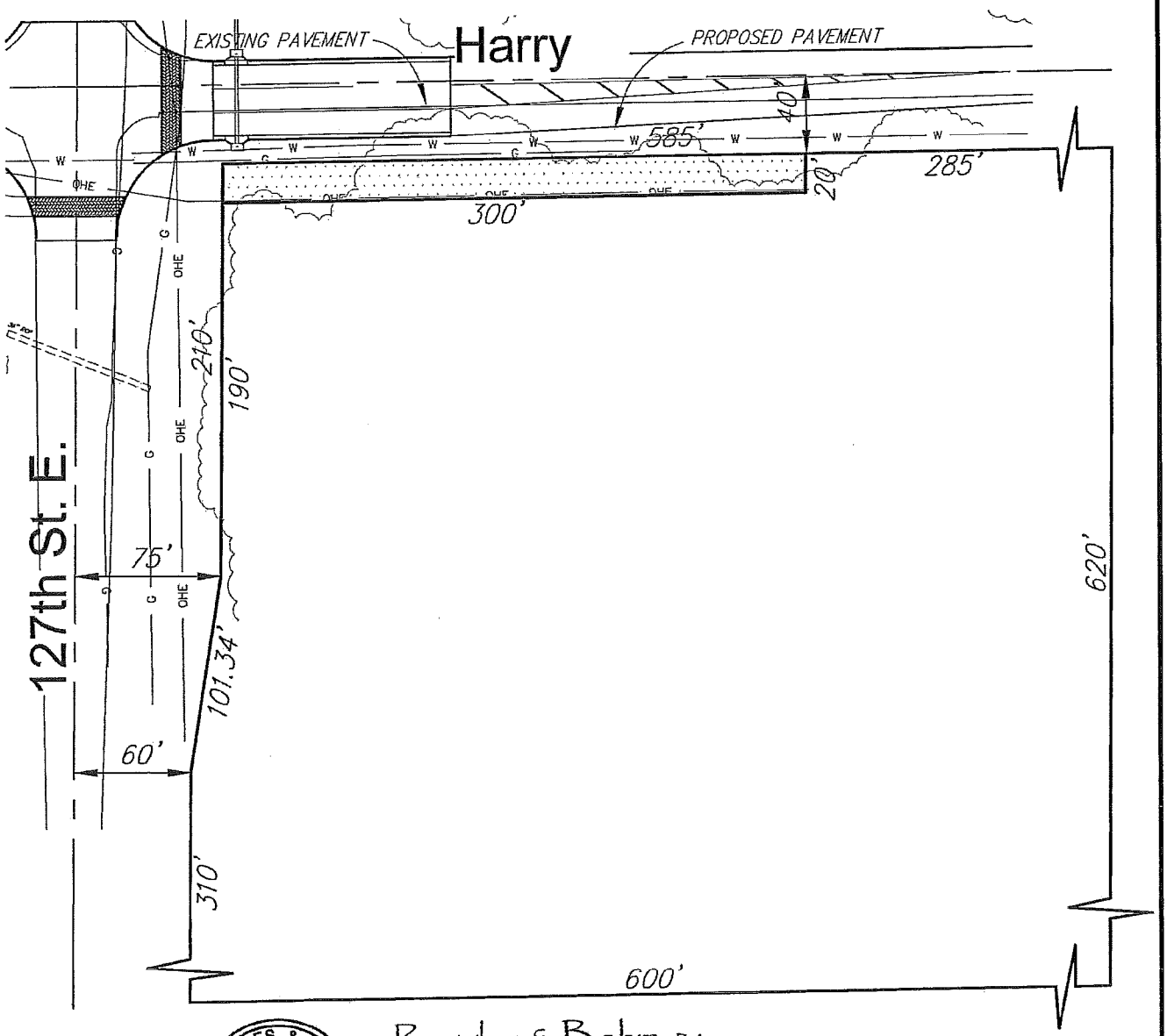
RIGHT OF WAY EXHIBIT

MILLER, STANLEY C & JOAN C

C 0063500UP

Right Of Way Area: 6,000 Sq. Ft.±

80' 0 80'



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning
924 North Main
Wichita, Kansas 67203
www.rbkansas.com
(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

PUD-12
35-27-2E

3241T

6-29-09

C 0063500UP Right of Way

The south 20.00 feet of the north 60.00 feet of the east 300.00 feet of the west 375.00 feet of the NW1/4 of Sec. 35, T27S, R2E of the 6th P.M., Sedgwick County, Kansas.

WILLIAM K. CLEVENGER
LICENSED
LS-1437
5/11/09
KANSAS
LAND SURVEYOR

SEc Harry and 127th

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.

CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Southeast Corner of Harry and 127th Street East of the Harry: Greenwich to 127th Street East Road Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 2, 2009, City Council authorized the design concept and right-of-way acquisition for the Harry Street, Greenwich Road to 127th Street East road project. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. Drainage improvements will be included with the project, as well as a 10 foot wide bike and pedestrian path on the south side of the street. Left turn lanes will be provided at all four approaches to the Harry Street and 127th Street East intersection. The property at the southeast corner of Harry and 127th Street is vacant land. The site is zoned with a Planned Unit Development (PUD), indicating that the future use of the site be for residential purposes. The project requires a twenty-foot wide strip of land consisting of 6,000 square feet.

Analysis: The proposed acquisition is for road right-of-way. The owner rejected the estimated market value of $7,500, or $1.25 per square foot however; the owner has agreed to the conveyance at $12,000, or $2.00 per square foot. This settlement avoids the risks associated with eminent domain and saves the associated administrative costs and time involved with the process. The remainder of the site is not adversely impacted.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of $12,500 is requested. This includes $12,000 for the acquisition and $500 for administrative fees and title work.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Smith Family Revocable Trust, dated December 20, 1991, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") An 85.5 foot wide strip of land lying on the Northeasterly side of the following described line, commencing at the Northeast Corner of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, thence South along the East line of said Northeast Quarter on an assumed Bearing of S00^{0}52'31"E for 1556.53 feet to the point of beginning; thence N37^{0}30'11"W for 1957.65 feet to a point on the North line of said Northeast Quarter, said point being S89^{0}50'17"W for 1168.05 feet from the Northeast Corner of said Northeast Quarter. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the East and North lines of the said Quarter Section.

AND a 40 foot wide strip of land lying on the North and Northwesterly side of the following described line, commencing at the Northeast Corner of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas; thence South along the East line of said Northeast Quarter on an assumed bearing of S00^{0}52'31"E for 931.10 feet to the point of beginning; thence S89^{0}10'03" W for 167.39 feet; thence S52^{0}29'49"W for 153.38 feet to a point on the Northeasterly side of the above mentioned permanent easement. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the East line of the said Quarter Section.

AND all of the South 66 feet of the North 96 feet of the West 1520.16 feet of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Merdian, Harvey County, Kansas, excluding all Road Right-of-Way. Said tract contains 6.06 acres, more or less, excluding all Road Right-of-Way.

Temporary Easement (Construction – Parcel "B") An 75 foot wide strip of land lying on the Southwesterly side of the following described line, commencing at the Northeast Corner of the Northeast Quarter Secion Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, thence South along the East line of said Northeast Quarter on an assumed bearing of S00^{0}52'31" E for 1556.53 feet to the point of beginning; thence N37^{0}30'11" W for 1957.65 feet to a point on the North line of said Northeast Quarter, said point being S89^{0}50'17"W for 1168.05 feet from the Northeast corner of said Northeast Quarter. The sidelines of the preceding described tract are to shorten or lengthen so as

to form continuous lines and to terminate on the East and North lines of the said Quarter Section.

AND a 50 foot wide strip of land lying on the South and Southeasterly side of the following described line commencing at the Northeast Corner of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas; thence South along the East line of said Northeast Quarter on an assumed bearing of S00^{0}52'31"E for 931.10 feet to the Point of Beginning; thence S89^{0}10'03"W for 167.39 feet; thence S52^{0}29'49"W for 153.38 feet to a point on the Northeasterly side of the above mentioned permanent easement. The sideline of the preceding described tract are to shorten or lengtthen so as to form continuous lines and to terminate on the east line of the said Quarter Section.

AND all of the South 50 feet of the North 146 feet of the West 1463.63 feet of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas, excluding all Road Right-of-Way, Said tract contains 5.21 Acres, more or less, excluding all Road Right-of-Way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Fifteen Thousand Two Hundred Sixty-two Dollars and No Cents ($15,262.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Kenneth L. Smith, Trustee
Smith Family Revocable Trust,
Dated December 20, 1991

Ruth M. Smith, Trustee
Smith Family Revocable Trust,
Dated December 20, 1991

BUYER:

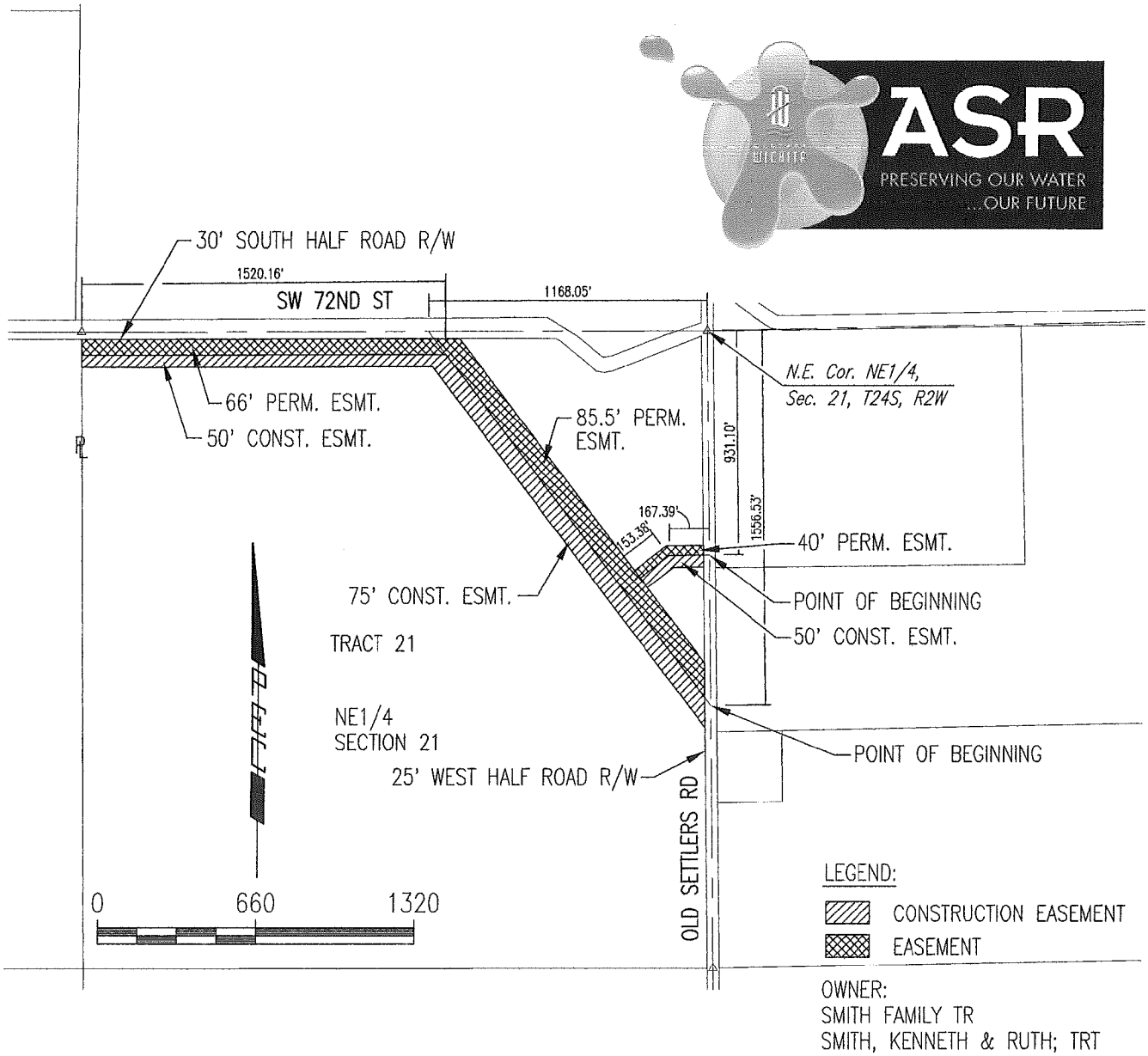
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



EASEMENT:
AN 85.5 FOOT WIDE STRIP OF LAND LYING ON THE NORTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 1556.53 FEET TO THE POINT OF BEGINNING; THENCE N37°30'11"W FOR 1957.65 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING S89°50'17"W FOR 1168.05 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE EAST AND NORTH LINES OF THE SAID QUARTER SECTION.

AND A 40 FOOT WIDE STRIP OF LAND LYING ON THE NORTH AND NORTHWESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 931.10 FEET TO THE POINT OF BEGINNING; THENCE S89°10'03"W FOR 167.39 FEET; THENCE S52°29'49"W FOR 153.38 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF THE ABOVE MENTIONED PERMANENT EASEMENT. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE EAST LINE OF THE SAID QUARTER SECTION.

AND ALL OF THE SOUTH 66 FEET OF THE NORTH 96 FEET OF THE WEST 1520.16 FEET OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, EXCLUDING ALL ROAD RIGHT-OF-WAY. SAID TRACT CONTAINS 6.06 ACRES, MORE OR LESS, EXCLUDING ALL ROAD RIGHT-OF-WAY.

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ASR
PRESERVING OUR WATER
...OUR FUTURE

CONSTRUCTION EASEMENT:
AN 75 FOOT WIDE STRIP OF LAND LYING ON THE SOUTHWESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 1556.53 FEET TO THE POINT OF BEGINNING; THENCE N37°30'11"W FOR 1957.65 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING S89°50'17"W FOR 1168.05 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE EAST AND NORTH LINES OF THE SAID QUARTER SECTION.

AND A 50 FOOT WIDE STRIP OF LAND LYING ON THE SOUTH AND SOUTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S00°52'31"E FOR 931.10 FEET TO THE POINT OF BEGINNING; THENCE S89°10'03"W FOR 167.39 FEET; THENCE S52°29'49"W FOR 153.38 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF THE ABOVE MENTIONED PERMANENT EASEMENT. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE EAST LINE OF THE SAID QUARTER SECTION.

AND ALL OF THE SOUTH 50 FEET OF THE NORTH 146 FEET OF THE WEST 1463.63 FEET OF THE NORTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, EXCLUDING ALL ROAD RIGHT-OF-WAY. SAID TRACT CONTAINS 5.21 ACRES, MORE OR LESS, EXCLUDING ALL ROAD RIGHT-OF-WAY.

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ASR
PRESERVING OUR WATER
...OUR FUTURE

BID PACKAGE 3
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

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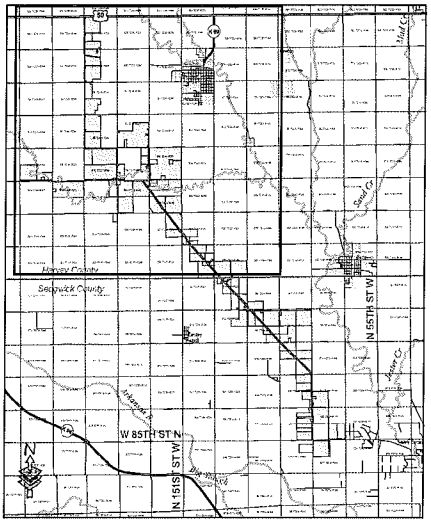
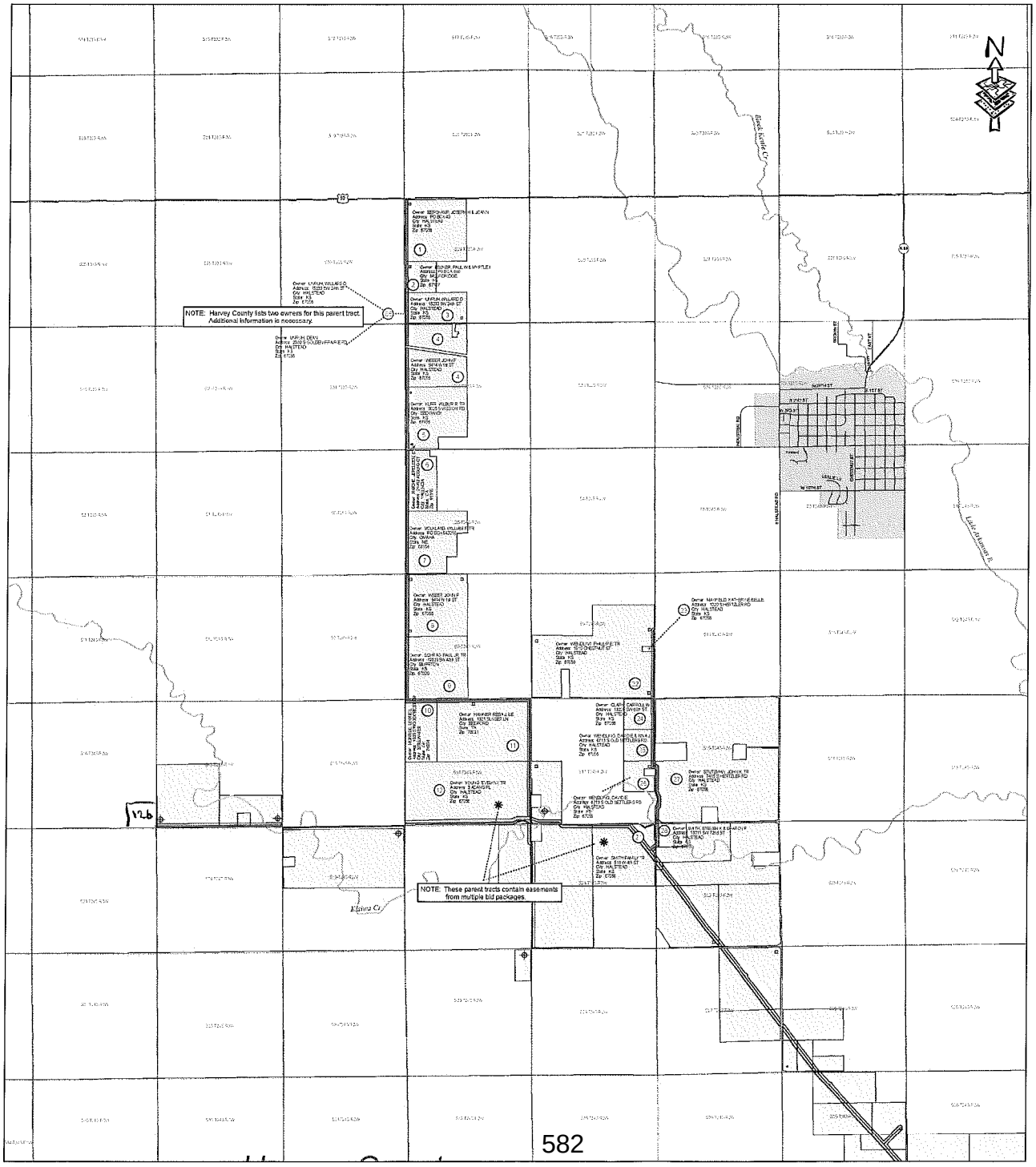
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land at the Southwest Corner of SW 72nd Street and Old Settlers Road for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. An agricultural tract of land at the southwest corner of SW 72nd Street and Old Settlers Road in Halstead is impacted by a pipeline easement. The proposed easement is adjacent to the north property line and continues to the southeast at an approximate 300 degree angle. There is a total of 6.06 acres that make up the pipeline easement. A 5.21 acre temporary easement during construction is also required parallel to the proposed permanent easement.

Analysis: This specific site is currently in agricultural production. Crops will be impacted as a result of construction. In addition, the removal of two, concrete pads is also required. The seller will be responsible for removing the concrete pads. The seller has agreed to accept the offer in the amount of $15,262. This value based on a market analysis of comparable properties which is comprised of 6.06 acres for a permanent easement at $900 an acre; 5.21 acres for a temporary easement at $360 an acre; $1,000 for the removal of the concrete pads; and $6,932 for damages to the crops.

Financial Considerations: A budget of $16,612 is requested; this includes $15,262 for the acquisition, $1,350 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2010 by and between the Becker Family Trust, dated December 15, 2006, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

The West 295.16 feet of the North 295.16 feet of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Twenty-three (23) South, Range Two (2) West of the 6th Principal Meridian in Harvey County, Kansas; containing 2.00 acres including road right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Six Thousand Five Hundred Sixty Dollars and No Cents ($6,560.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 22. 2010.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Allen E. Becker

Allen E. Becker, Trustee
Becker Family Trust, dated 12/15/2006

Myrtle L. Becker

Myrtle L. Becker, Trustee
Becker Family Trust, dated 12/15/ 2006

BUYER:

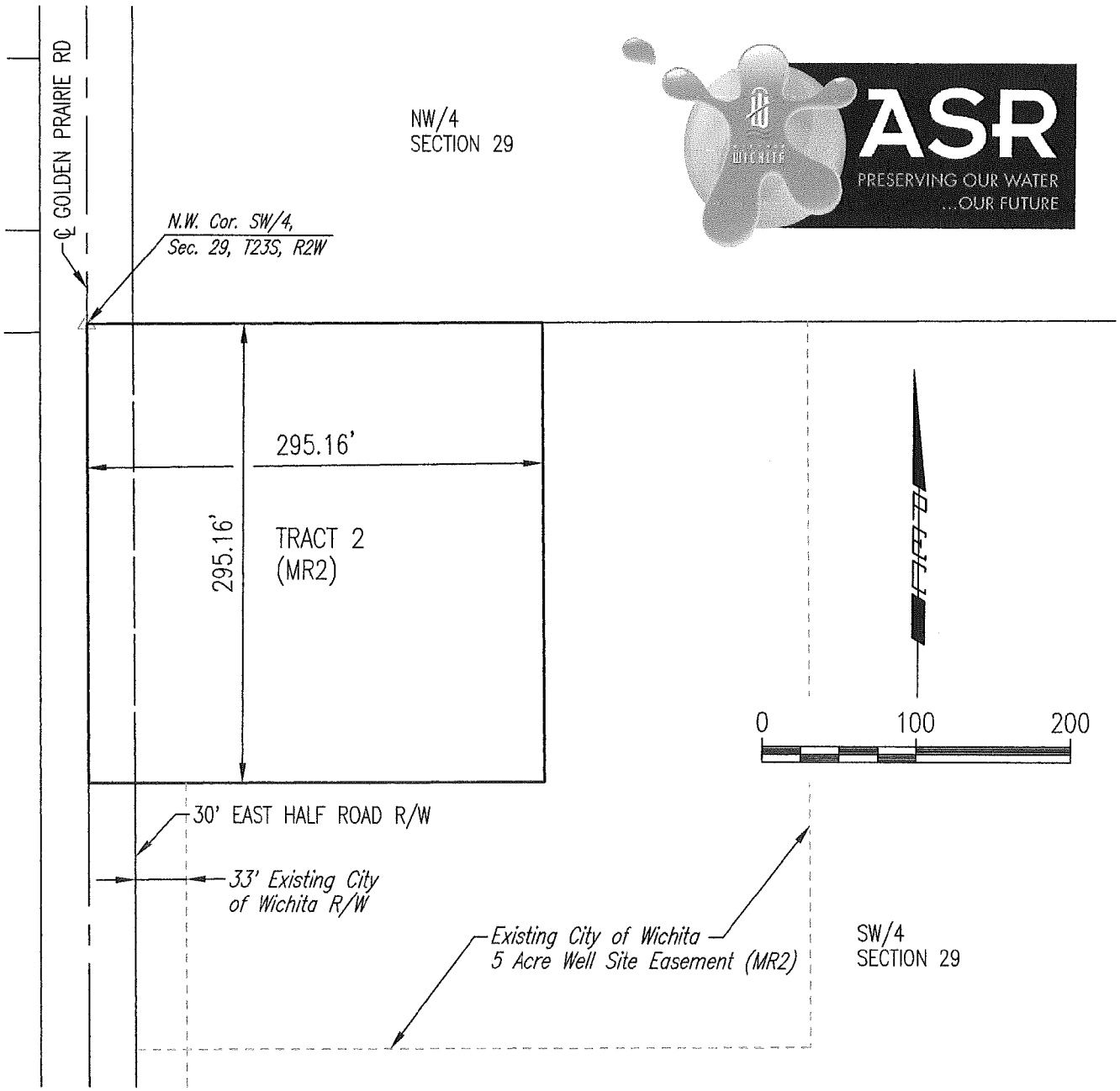
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



OWNER:
BECKER FAMILY TRUST

TRACT 2 (MR2)

The West 295.16 feet of the North 295.16 feet of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Twenty-three (23) South, Range Two (2) West of the 6th Principal Meridian in Harvey County, Kansas; containing 2.00 acres including road right-of-way.

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EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2010 by and between, Becker Family Trust, dated December 15, 2006, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Temporary Easement (Construction – Parcel "A") A 50 foot wide easement, the Westerly line of which is coincident with the Easterly line of the existing Right-of-Way granted to the City of Wichita, Sedgwick County, Kansas, as recorded in Harvey County Miscellaneous Record Book 146 at page 369, in the Northwest Quarter of the Southwest Quarter of Section Twenty-nine, (29) Township Twenty-three (23) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas; EXCEPT the North 295.16 feet thereof. Said tract contains 1.19 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of One Thousand Two Hundred Twenty-eight Dollars and No Cents ($1,228.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 22, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Allen E. Becker, Trustee
Becker Family Trust, dated 12/15/2006

Myrtle L. Becker, Trustee
Becker Family Trust, dated 12/15/ 2006

BUYER:

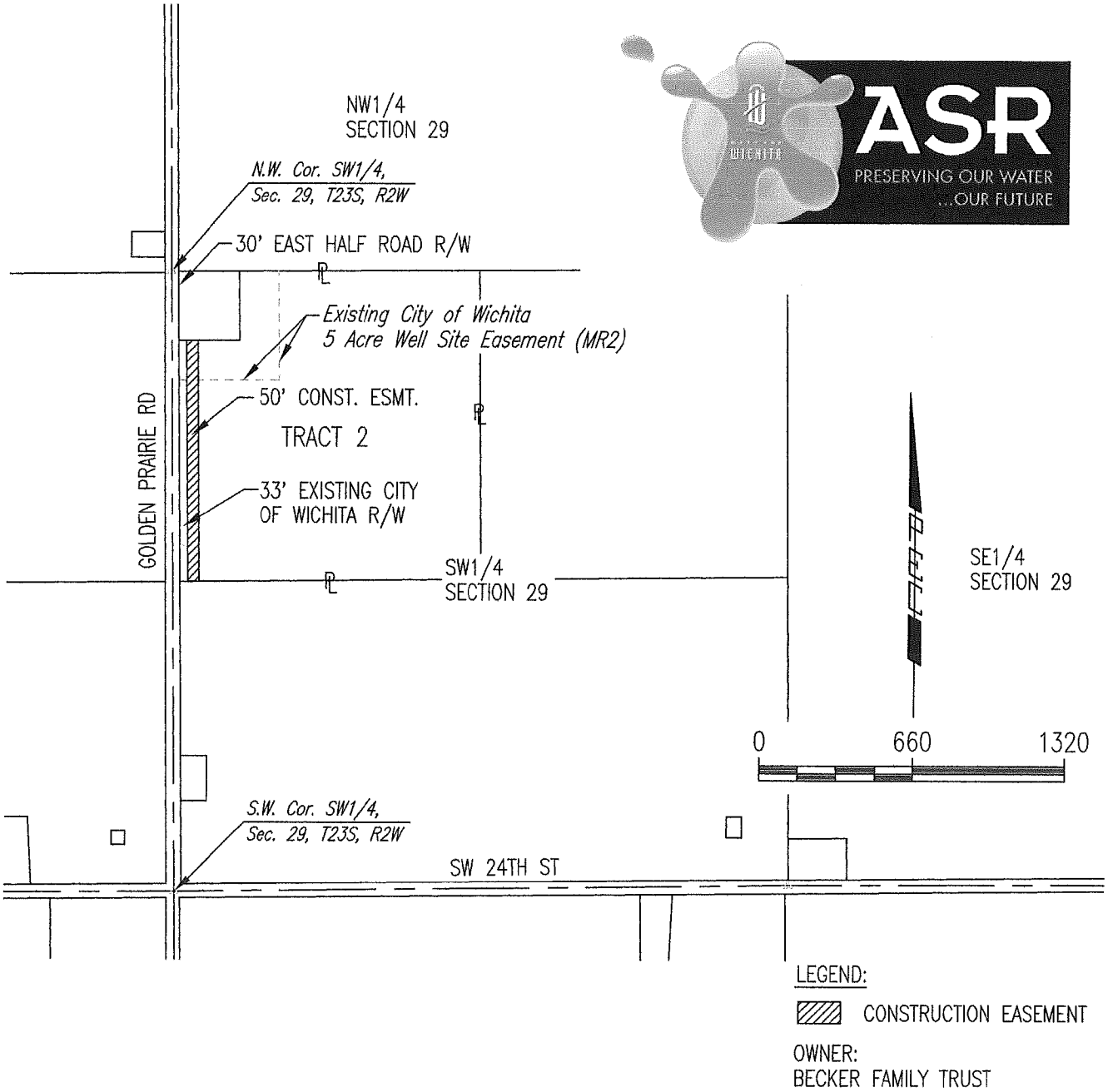
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



EASEMENT:
A 50 FOOT WIDE EASEMENT, THE WESTERLY LINE OF WHICH IS COINCIDENT WITH THE EASTERLY LINE OF THE EXISTING RIGHT-OF-WAY GRANTED TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, AS RECORDED IN HARVEY COUNTY MISCELLANEOUS RECORD BOOK 146 AT PAGE 369, IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-THREE (23) SOUTH, RANGE TWO (2) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, EXCEPT THE NORTH 295.16' THEREOF. SAID TRACT CONTAINS 1.19 ACRES, MORE OR LESS.

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BID PACKAGE 3
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

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Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
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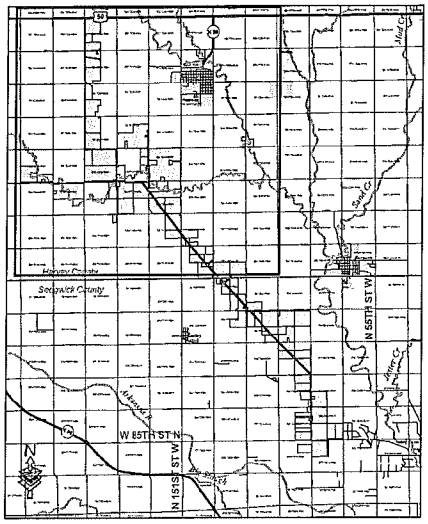

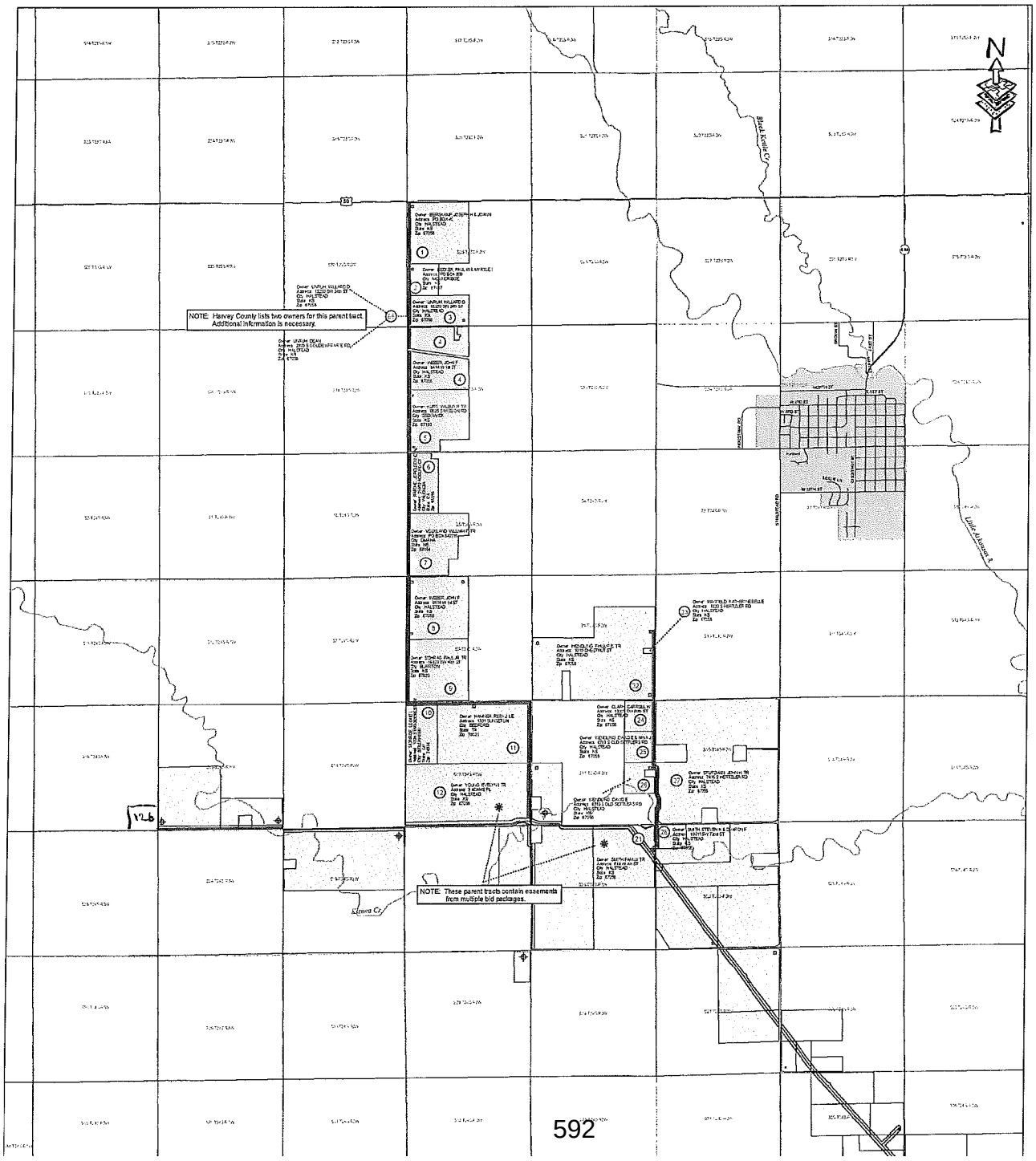

CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Northeast Side of Golden Prairie Road and SW 24th Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northeast side of Golden Prairie and SW 24th Street consists of 1.19 acre temporary easement for construction and a two acre well site. The land is currently vacant and in agricultural production.

Analysis: The two acre site will be owned in fee and utilized as a monitoring well site. There is a pipeline easement along Golden Prairie which will serve the well site however; it is necessary to obtain a 50 foot wide temporary easement adjacent to the existing pipeline easement during construction. The seller has agreed to convey the necessary land and temporary easement for the estimated market value offer of $7,788, or $3,280 an acre for the well site and $360 an acre for the temporary easement. $800 was allowed as crop damages.

Financial Considerations: A budget of $9,138 is requested; this includes $7,788 for the acquisition, $1,350 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the Hyatt lawn for River Festival 2010. (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the resolution.

Background: Wichita Festivals, Inc. has requested permission to fence and charge admission to A. Price Woodard Park and Hyatt lawn as part of the Wichita River Festival, May 7 to May 15, 2010. Fence installation would be on Wednesday, May 5, 2010 and would be removed by Monday, May 17, 2010, at 5:00 p.m.

Analysis: Section 9.04.060 of the Code of the City of Wichita permits the closing of the A. Price Woodard Park for special events complying with the requirements of City Ordinance 3.11.080. The Wichita River Festival will be required to obtain appropriate approval of the event specifying dates, times, locations and other pertinent data for events and activities conducted as part of the festival.

This resolution would allow A. Price Woodard Park and Hyatt lawn to be fenced and allow admission to be charged for events associated with the Wichita River Festival.

Financial Considerations: None.

Goal Impact: Quality of Life will be improved through having this event at A. Price Woodard Park and Hyatt lawn.

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

Recommendations/Actions: It is recommended that the City Council approve the resolution to allow the gating of the event to be held at A. Price Woodard Park and Hyatt lawn, as part of the Wichita River Festival.

Attachments: Resolution

(First Published in the Wichita Eagle on _____)

RESOLUTION NO. 10-108

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CLOSURE OF A. PRICE WOODARD PARK AND THE HYATT LAWN FOR WICHITA RIVER FESTIVAL EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 7 through May 15, 2010, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park and Hyatt lawn will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

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

1. A. Price Woodard Park and the Hyatt lawn shall be closed to the public for the duration of the Wichita River Festival held from May 7 to May 15, 2010. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into the park and Hyatt Lawn areas. Additionally, vendors will be allowed to sell merchandise within these areas during the event.
2. All events to be held at the site will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this

_____day of _____, 2010.

_____
Carl Brewer, Mayor

ATTEST;

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf
City Attorney

CONTRACT
for
COMMERCIAL & RESIDENTIAL PLUMBING REPAIR SERVICES

BLANKET PURCHASE ORDER NUMBER BP030008

THIS CONTRACT entered into this 2nd day of February, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and **THE WALDINGER CORPORATION,** (Vendor Code Number 421230944-002), whose principal office is at 1630 S. Baehr, Wichita, Kansas, 67209, Telephone Number (316) 942-7722, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **commercial and residential plumbing repair services** (Formal Proposal – FP930072) [Commodity Code Number 91060]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or 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 – FP930072, [Commodity Code Number 91060] 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 of Wichita as part of the proposal letting process for Formal Proposal Number – FP930072, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR,** License #P1591, the hourly labor rate of sixty-five dollars ($65.00) per man per hour while on the job site and a twenty-five percent (25%) markup above cost on parts for commercial and residential plumbing services during normal business hours, 8:00 a. m. – 5:00 p.m., Monday through Friday. The **CITY** agrees to pay the **VENDOR** for a service call after 5:00 p.m., Saturday, Sunday and holidays, one and one-half (1 1/2) times the standard hourly rate per man per hour while on the job site. Heavy equipment rental rates are listed below:

Equipment	Cost Per Hour	Cost Per Day
Backhoe – 420D	$45.00	$360.00
Backhoe – 303 CR Mini Excavator	$40.00	$320.00
18” Walk-behind concrete saw	$12.50	$100.00
14” Hand-held concrete saw	$10.00	$80.00

Equipment	Cost Per Hour	Cost Per Day
90# Jack hammer with air compressor	$20.00	$160.00
60# Jack hammer (self-contained)	$12.50	$100.00
2” Gas-powered trash pump	$5.00	$40.00
20’ Scissor lift	$20.00	$160.00
20’ All-terrain scissor lift	$32.00	$256.00
Dump truck with operator	$85.00	$680.00

Any materials, parts or heavy equipment used in the repair are to billed as separate items for Formal Proposal – FP930072 [Commodity Code Number 91060] for Various Departments, Boards and Agencies as compensations as per the proposal, plans, specifications, addenda and **VENDOR’s** proposal of November 19, 2009, and as approved by the City Council on February 2, 2010.

3. **Term.** The term of this contract shall be from **February 2, 2010 through January 31, 2011**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the 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.**

4. **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, or arising from any defect in the materials or workmanship of any product provided in the performance of 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, (Environmental**)** and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $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 for minimum limits of:

Employers Liability	$100,000 each accident

5. **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**.

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/ Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **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 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.

10. **No Arbitration**. The Contractor 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.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

_____
Carl G. Brewer
Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

THE WALDINGER CORPORATION

_____
Signature

_____
Print Name

_____
Title (President or Corporate Secretary)

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
February 2, 2010

TO: Mayor and City Council

SUBJECT: Plumbing Repair Service-Selection of Vendor

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve contract.

Background: Various City departments require residential and commercial plumbing repair services. To obtain the most qualified plumbing repair service at a cost that would be most beneficial to the City, a Request for Proposal was sent to thirty-six (36) vendors and three (3) responded.

Analysis: A selection committee reviewed the proposals and interviewed all three (3) vendors. Each proposal was evaluated on the basis of qualifications, experience, references, and costs. Based on these criteria, The Waldinger Corporation was selected for the plumbing repair services.

Financial Considerations: The contract will not obligate the City to any specific purchases or volume of purchases on plumbing repair services; it only provides the departments the ability to obtain plumbing repair services from the most qualified, cost-effective vendor.

Goal Impact: Ensure Efficient Infrastructure Goal in order to maintain and optimize public facilities and assets.

Legal Considerations: The contract is approved as to form by the Law Department. The contract will be for one year with an annual renewal option for an additional two years.

Recommendations/Actions: It is recommended that the City Council approve the selection of The Waldinger Corporation for the plumbing repair services and authorize the necessary signatures.

Attachments:
1. Contract for Plumbing Repair Services for various departments

Agenda Item No. XII-12

City of Wichita
City Council Meeting
February 2, 2010

TO: Mayor and City Council

SUBJECT: Request for Change in Method of Assessment: New Market Square Phase III Addition (District V)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the amending ordinances.

Background: The landowner, Socora Village Company, requests that the City change the method of assessments for each Benefit District from being assessed on a square foot basis to a percentage split. The assessment for the Property shall be assessed – 72% against Lot 1, Block 1, New Market Square Phase III Addition and 28% assessed against Lot 2, Block 1, New Market Square Phase III Addition (the "Revised Method of Assessment). Bond Counsel determined that the appropriate procedure to accommodate the request is by amending the ordinances.

Analysis: The land was originally included in improvement districts for Sanitary Sewer Main #6, Part F, Lateral 1, Main 6, Storm Water Sewer #503, Storm Water Sewer #608, Lift Station and Force Main, Traffic Signal Improvement, Water Distribution Systems, and Paving Improvements. Socora Village has signed a waiver consent form to change the method of assessments for each Benefit District allowing the process to be done without a formal notice and public hearing. Without the amending ordinances and waiver consent form, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

Legal Considerations: The amending ordinances reflecting the change in the method of assessment and waiver/consent forms were prepared by the Bond Counsel and have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the amending ordinances and authorize the necessary signatures.

Attachments: One original and 14 copies of the amending ordinances and waiver consent form.

REQUEST FOR CHANGE IN METHOD OF ASSESSMENT AND CONSENT AND WAIVER WITH RESPECT TO SPECIAL ASSESSMENTS LEVIED IN CONNECTON WITH EVERGREEN ADDITION, NOW PLATTED AS NEW MARKET SQUARE PHASE III ADDITION BENEFIT DISTRICTS

TO THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

The undersigned (hereinafter called the "Owner"), does hereby state that the undersigned is the titled owner of real estate located in Sedgwick County, Kansas, set forth on *Exhibit A* attached hereto (hereinafter called the "Property"), which property is liable for special assessments levied pursuant to Ordinance Nos. (a) 44-606, (b) 46-531, (c) 46-070, (d) 44-551, (e) 46-936, (f) 44-564, (g) 46-761, (h) 44-393, (i) 44-392, and (j) 46-918 (collectively, the "Ordinances"), passed by the Governing Body of the City of Wichita, Kansas (the "City"), for the costs of constructing the following described improvements (the "Improvements"):

(a) That it is necessary and in the public interest to pave **Parkdale/Central Park** from the southerly line of Lot 19, Block 4, to the west line of Maize Road; **Stoney Point/Ryan** from the north line of Central Park to the west line of Lot 10, Block 8; **Stoney Point Court** from the west line of Stoney Point to and including the cul-de-sac; **Central Park** from the westerly line of Parkdale to the west line of Lot 35, Block 8, and; **Sidewalk** on both sides of Central Park from the west line of Lot 21, Block 9; on the northerly line of Parkdale/Central Park from the southerly line of Lot 19, Block 4, to the west line of Lot 21, Block 9, and; on the west and south line of Stoney Point and Ryan from the north line of Central Park to the west line of Lot 10, Block 8. 472-83000

(b) That it is necessary and in the public interest to improve a **traffic signal at the intersection of Maize Road and Central Park Street, (north of 21st, west of Maize) 472-83957.**

(c) That it is necessary and in the public interest to construct **Main 6, Part F, Northwest Interceptor Sewer, (south of 29th Street North, west of Maize) 468-83705.**

(d) That it is necessary and in the public interest to construct a Lift Station and Force Main in the City of Wichita, Kansas (North of 21st, West of Maize) 468-82906.

(e) That it is necessary and in the public interest to construct **Lateral 1, Main 6, Northwest Interceptor Sewer, (north of 21st, west of Maize) 468-83969.**

(f) That it is necessary and in the public interest to construct Storm Water Sewer No. 503 (North of 21st Street, West of Maize Road) 468-82717.

(g) That it is necessary and in the public interest to improve **Storm Water Sewer No. 608, (north of 21st, west of Maize) 468-83827.**

4836-8593-1780.1

(h) That it is necessary and in the public interest to construct Water Distribution System (North of 21st, west of Maize) 448-89307.

(i) That it is necessary and in the public interest to construct Water Distribution System (North of 21st, West of Maize) 448-89306.

(j) That it is necessary and in the public interest to construct **Water Distribution System Number 448-90058 (north of 21st, west of Maize)** in the City of Wichita, Kansas.

in the City as previously authorized by Resolution Nos. R-98-397, R-04-447, R-03-528, R-98-395, R-05-121, R-00-039, R-04-446, R-98-448, R-98-383, R-05-120 adopted by the Governing Body of the City respectively on 8/25/98, 8/31/04, 10/7/03, 8/25/98, 3/8/05, 2/1/00, 8/31/04, 9/29/98, 8/25/98, 3/8/05 (each a "Resolution" and, collectively, the "Resolutions").

The Owner acknowledges that the method of assessment for the payment of the costs of the Improvements against the Property that is established by the Resolutions and the Ordinances provides that the costs of the Improvements authorized by each Resolution payable by the benefit district authorized by such Resolution (each a " Benefit District" and collectively the "Benefit Districts") are to be assessed on a fractional basis against all property in such Benefit District with the exception of project #468-83705 which is to be assessed on a square foot basis against all property in such Benefit District and that, 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. The Owner states that the Property was divided into two or more parcels after the Benefit Districts were created and that there is undevelopable area in the Property making the allocation of assessments on a square foot basis against the Property inequitable. The Owner requests that the City change the method of assessments for each Benefit District as it relates to the reallocation of the existing assessments against the Property after it was divided and that, in lieu of the assessment against the Property being assessed on a square foot basis, the assessment for the Property shall be payable – 72% assessed against Lot 1, Block 1, New Market Square Phase III Addition and 28% assessed against Lot 2, Block 1, New Market Square Phase III Addition. (the "Revised Method of Assessment"). The Owner acknowledges that no change is requested with respect to the method of assessment or amount of the assessment against the Property as a whole but only with respect to the reallocation of the assessment against the Property after the Property was split into multiple parcels. The Owner understands that the Governing Body of the City will need to pass and publish one or more ordinances amending each Ordinance to make the change requested by this document effective.

The Owner hereby further states that the Owner (a) waives any formal notice of and the holding of a public hearing by the City for the purpose of considering the Revised Method of Assessments, (b) consents to the levy of the special assessments against the Property in the amount shown on *Exhibit B* plus interest in an amount set forth by the Governing Body of the City, (c) waives all right to prepay, without interest, the special assessments, and (d) waives the 30-day statute of limitations provided in K.S.A. 12-6a11.

DATED this October 1, 2009.

OWNER: Socora Village Company

SIGNED BY: Jerry D. Jones

PRINTED NAME: Jerry D. Jones

TITLE: Vice President

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURE

State of Kansas)
) SS.
County of Sedgwick)

Be it remembered, that on this 1st day of October 2009, before me the undersigned, a notary public in and for the county and state aforesaid, came Jerry D Jones (name), to me personally known, who, being by me duly sworn did say that he/she is the Vice President (title), of Socora Village Company and that said instrument was signed on behalf of said company by authority of its Vice President (title) and such individual duly acknowledged the execution of the same to be the act and deed of such company.

(Seal) SARAH E. HATTRUP Notary Public - State of Kansas My Appt. Expires 12/16/2012

Sarah E. Hattrup
Notary Public

My Appointment Expires: December 16, 2012

EXHIBIT A

Evergreen Addition: Lot 26, Block 7

4836-8593-1780.1

EXHIBIT B

Benefit District for Project No. 472-83000

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$70,803.70
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$27,534.77

Benefit District for Project No. 472-83957

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$18,684.81
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$7,266.31

Benefit District for Project No. 468-83705

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$4,511.82
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$1,754.60

Benefit District for Project No. 468-82906

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$17,384.62
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$6,760.69

Benefit District for Project No. 468-83969

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$46,278.84
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$17,997.33

Benefit District for Project No. 468-82817

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$30,269.82
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$11,771.60

Benefit District for Project No. 468-83827

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$28,285.53
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$10,999.93

Benefit District for Project No. 448-89307

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$7,356.43
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$2,860.84

Benefit District for Project No. 448-89306

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$14,023.81
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$5,453.71

Benefit District for Project No. 448-90058

Property Liable for Assessment	Amount of Assessment
Lot 1, Block 1, New Market Square Phase III Addition – Tax Key #D-64526	$54,244.66
Lot 2, Block 1, New Market Square Phase III Addition – Tax Key #D-64527	$21,095.15

_____Published in The Wichita Eagle**,** _____

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 44-392 AND RESOLUTION NO. R-98-383 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING **WATER DISTRIBUTION SYSTEM NO. 448-89306 TO SERVE EVERGREEN ADDITION (NORTH OF 21ST, WEST OF MAIZE) (PROJECT NO. 470-550/734723/448-89306)**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-98-383 adopted on August 25, 1998, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 44-392 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-98-383,** adopted **August 25, 1998** and published **August 28, 1998,** and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	2,036.48
BEG 165 FT S NE COR LOT 26 S 405.48	2,015.56

FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	14,023.81
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	5,453.71
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	1,375.53
LOT 19 BLOCK 4 EVERGREEN ADD	1,556.57
LOT 22 BLOCK 7 EVERGREEN ADD	1,556.57
LOT 23 BLOCK 7 EVERGREEN ADD	1,556.57
LOT 24 BLOCK 7 EVERGREEN ADD	1,556.57
LOT 25 BLOCK 7 EVERGREEN ADD	1,556.57
LOT 10 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 11 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 12 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 13 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 14 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 15	1,556.57

BLOCK 8 EVERGREEN ADD	
LOT 16 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 17 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 18 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 19 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 20 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 21 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 22 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 23 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 24 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 25 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 26 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 27 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 28 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 29 BLOCK 8	1,556.57

EVERGREEN ADD	
LOT 30 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 31 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 32 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 33 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 34 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 35 BLOCK 8 EVERGREEN ADD	1,556.57
LOT 3 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 4 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 5 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 6 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 7 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 8 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 9 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 10 BLOCK 9 EVERGREEN ADD	1,556.57

LOT 11 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 12 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 13 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 14 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 15 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 16 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 17 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 18 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 19 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 20 BLOCK 9 EVERGREEN ADD	1,556.57
LOT 21 BLOCK 9 EVERGREEN ADD	24,904.98

SECTION 3. SECTION 1 OF ORDINANCE 44-392 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 44-393 AND RESOLUTION NO. R-98-448 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING **WATER DISTRIBUTION SYSTEM NO. 448-89307 TO SERVE EVERGREEN ADDITION (NORTH OF 21ST, WEST OF MAIZE) (PROJECT NO. 470-551/734731/448-89307)**

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

SECTION 1. The last sentence of Section 5 of Resolution No. R-98-448 adopted on September 29, 1998, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 44-393 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-98-384,** adopted **August 25, 1998** and published **August 28, 1998, and rescinded by Resolution No. R-98-448,** adopted **September 29, 1998,** and published **October 2, 1998,** and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG	1,068.27

BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48 FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	1,057.30
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	7,356.43
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	2,860.84
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	721.56
LOT 1 BLOCK 1 EVERGREEN ADD	130.64
LOT 2 BLOCK 1 EVERGREEN ADD	130.64
LOT 3 BLOCK 1 EVERGREEN ADD	130.64
LOT 4 BLOCK 1 EVERGREEN ADD	130.64
LOT 5 BLOCK 1 EVERGREEN ADD	130.64
LOT 6 BLOCK 1 EVERGREEN ADD	130.64
LOT 7 BLOCK 1 EVERGREEN ADD	130.64
LOT 8 BLOCK 1 EVERGREEN ADD	130.64
LOT 9 BLOCK 1 EVERGREEN ADD	130.64
LOT 10 BLOCK 1 EVERGREEN ADD	130.64

LOT 11 BLOCK 1 EVERGREEN ADD	130.64
LOT 12 BLOCK 1 EVERGREEN ADD	130.64
LOT 13 BLOCK 1 EVERGREEN ADD	130.64
LOT 14 BLOCK 1 EVERGREEN ADD	130.64
LOT 15 BLOCK 1 EVERGREEN ADD	130.64
LOT 16 BLOCK 1 EVERGREEN ADD	130.64
LOT 17 BLOCK 1 EVERGREEN ADD	130.64
LOT 18 BLOCK 1 EVERGREEN ADD	130.64
LOT 19 BLOCK 1 EVERGREEN ADD	130.64
LOT 20 BLOCK 1 EVERGREEN ADD	130.64
LOT 21 BLOCK 1 EVERGREEN ADD	130.64
LOT 1 BLOCK 2 EVERGREEN ADD	130.64
LOT 2 BLOCK 2 EVERGREEN ADD	130.64
LOT 3 BLOCK 2 EVERGREEN ADD	130.64

LOT 4 BLOCK 2 EVERGREEN ADD	130.64
LOT 5 BLOCK 2 EVERGREEN ADD	130.64
LOT 6 BLOCK 2 EVERGREEN ADD	130.64
LOT 7 BLOCK 2 EVERGREEN ADD	130.64
LOT 8 BLOCK 2 EVERGREEN ADD	130.64
LOT 9 BLOCK 2 EVERGREEN ADD	130.64
LOT 10 BLOCK 2 EVERGREEN ADD	130.64
LOT 11 BLOCK 2 EVERGREEN ADD	130.64
LOT 12 BLOCK 2 EVERGREEN ADD	130.64
LOT 13 BLOCK 2 EVERGREEN ADD	130.64
LOT 14 BLOCK 2 EVERGREEN ADD	130.64
LOT 15 BLOCK 2 EVERGREEN ADD	130.64
LOT 16 BLOCK 2 EVERGREEN ADD	130.64
LOT 17 BLOCK 2 EVERGREEN ADD	130.64
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BLOCK 2 EVERGREEN ADD	
LOT 19 BLOCK 2 EVERGREEN ADD	130.64
LOT 1 BLOCK 3 EVERGREEN ADD	130.64
LOT 2 BLOCK 3 EVERGREEN ADD	130.64
LOT 3 BLOCK 3 EVERGREEN ADD	130.64
LOT 4 BLOCK 3 EVERGREEN ADD	130.64
LOT 5 BLOCK 3 EVERGREEN ADD	130.64
LOT 6 BLOCK 3 EVERGREEN ADD	130.64
LOT 7 BLOCK 3 EVERGREEN ADD	130.64
LOT 8 BLOCK 3 EVERGREEN ADD	130.64
LOT 9 BLOCK 3 EVERGREEN ADD	130.64
LOT 10 BLOCK 3 EVERGREEN ADD	130.64
LOT 11 BLOCK 3 EVERGREEN ADD	130.64
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LOT 13 BLOCK 3	130.64

EVERGREEN ADD	
LOT 14 BLOCK 3 EVERGREEN ADD	130.64
LOT 15 BLOCK 3 EVERGREEN ADD	130.64
LOT 16 BLOCK 3 EVERGREEN ADD	130.64
LOT 17 BLOCK 3 EVERGREEN ADD	130.64
LOT 1 BLOCK 4 EVERGREEN ADD	130.64
LOT 2 BLOCK 4 EVERGREEN ADD	130.64
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LOT 4 BLOCK 4 EVERGREEN ADD	130.64
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LOT 25 BLOCK 4 EVERGREEN ADD	130.64
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LOT 27 BLOCK 4 EVERGREEN ADD	130.64
LOT 28 BLOCK 4 EVERGREEN ADD	130.64
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LOT 31 BLOCK 4 EVERGREEN ADD	130.64
LOT 32 BLOCK 4 EVERGREEN ADD	130.64
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LOT 34 BLOCK 4 EVERGREEN ADD	130.64
LOT 35 BLOCK 4 EVERGREEN ADD	130.64
LOT 36 BLOCK 4 EVERGREEN ADD	130.64
LOT 37 BLOCK 4 EVERGREEN ADD	130.64
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BLOCK 4 EVERGREEN ADD	
LOT 40 BLOCK 4 EVERGREEN ADD	130.64
LOT 41 BLOCK 4 EVERGREEN ADD	130.64
LOT 42 BLOCK 4 EVERGREEN ADD	130.64
LOT 43 BLOCK 4 EVERGREEN ADD	130.64
LOT 44 BLOCK 4 EVERGREEN ADD	130.64
LOT 45 BLOCK 4 EVERGREEN ADD	130.64
LOT 1 BLOCK 5 EVERGREEN ADD	130.64
LOT 2 BLOCK 5 EVERGREEN ADD	130.64
LOT 3 BLOCK 5 EVERGREEN ADD	130.64
LOT 4 BLOCK 5 EVERGREEN ADD	130.64
LOT 5 BLOCK 5 EVERGREEN ADD	130.64
LOT 6 BLOCK 5 EVERGREEN ADD	130.64
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EVERGREEN ADD		
LOT 9 BLOCK 5 EVERGREEN ADD		130.64
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LOT 37 BLOCK 5 EVERGREEN ADD	130.64
LOT 38 BLOCK 5 EVERGREEN ADD	130.64
LOT 39 BLOCK 5 EVERGREEN ADD	130.64
LOT 40 BLOCK 5 EVERGREEN ADD	130.64
LOT 1 BLOCK 6 EVERGREEN ADD	130.64
LOT 2 BLOCK 6 EVERGREEN ADD	130.64
LOT 3 BLOCK 6 EVERGREEN ADD	130.64
LOT 4 BLOCK 6 EVERGREEN ADD	130.64
LOT 5 BLOCK 6 EVERGREEN ADD	130.64
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LOT 8 BLOCK 6 EVERGREEN ADD	130.64
LOT 9 BLOCK 6 EVERGREEN ADD	130.64
LOT 10 BLOCK 6 EVERGREEN ADD	130.64
LOT 11	130.64

BLOCK 6 EVERGREEN ADD	
LOT 1 BLOCK 7 EVERGREEN ADD	130.64
LOT 2 BLOCK 7 EVERGREEN ADD	130.64
LOT 3 BLOCK 7 EVERGREEN ADD	130.64
LOT 4 BLOCK 7 EVERGREEN ADD	130.64
LOT 5 BLOCK 7 EVERGREEN ADD	130.64
LOT 6 BLOCK 7 EVERGREEN ADD	130.64
LOT 7 BLOCK 7 EVERGREEN ADD	130.64
LOT 8 BLOCK 7 EVERGREEN ADD	130.64
LOT 9 BLOCK 7 EVERGREEN ADD	130.64
LOT 10 BLOCK 7 EVERGREEN ADD	130.64
LOT 11 BLOCK 7 EVERGREEN ADD	130.64
LOT 12 BLOCK 7 EVERGREEN ADD	130.64
LOT 13 BLOCK 7 EVERGREEN ADD	130.64
LOT 14 BLOCK 7	130.64

EVERGREEN ADD		
LOT 15 BLOCK 7 EVERGREEN ADD		130.64
LOT 16 BLOCK 7 EVERGREEN ADD		130.64
LOT 17 BLOCK 7 EVERGREEN ADD		130.64
LOT 18 BLOCK 7 EVERGREEN ADD		130.64
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LOT 20 BLOCK 7 EVERGREEN ADD		130.64
LOT 21 BLOCK 7 EVERGREEN ADD		130.64
LOT 22 BLOCK 7 EVERGREEN ADD		130.64
LOT 23 BLOCK 7 EVERGREEN ADD		130.64
LOT 24 BLOCK 7 EVERGREEN ADD		130.64
LOT 25 BLOCK 7 EVERGREEN ADD		130.64
LOT 1 BLOCK 8 EVERGREEN ADD		130.64
LOT 2 BLOCK 8 EVERGREEN ADD		130.64
LOT 3 BLOCK 8 EVERGREEN ADD		130.64

LOT 4 BLOCK 8 EVERGREEN ADD	130.64
LOT 5 BLOCK 8 EVERGREEN ADD	130.64
LOT 6 BLOCK 8 EVERGREEN ADD	130.64
LOT 7 BLOCK 8 EVERGREEN ADD	130.64
LOT 8 BLOCK 8 EVERGREEN ADD	130.64
LOT 9 BLOCK 8 EVERGREEN ADD	130.64
LOT 10 BLOCK 8 EVERGREEN ADD	130.64
LOT 11 BLOCK 8 EVERGREEN ADD	130.64
LOT 12 BLOCK 8 EVERGREEN ADD	130.64
LOT 13 BLOCK 8 EVERGREEN ADD	130.64
LOT 14 BLOCK 8 EVERGREEN ADD	130.64
LOT 15 BLOCK 8 EVERGREEN ADD	130.64
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LOT 18 BLOCK 8 EVERGREEN ADD	130.64
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LOT 21 BLOCK 8 EVERGREEN ADD	130.64
LOT 22 BLOCK 8 EVERGREEN ADD	130.64
LOT 23 BLOCK 8 EVERGREEN ADD	130.64
LOT 24 BLOCK 8 EVERGREEN ADD	130.64
LOT 25 BLOCK 8 EVERGREEN ADD	130.64
LOT 26 BLOCK 8 EVERGREEN ADD	130.64
LOT 27 BLOCK 8 EVERGREEN ADD	130.64
LOT 28 BLOCK 8 EVERGREEN ADD	130.64
LOT 29 BLOCK 8 EVERGREEN ADD	130.64
LOT 30 BLOCK 8 EVERGREEN ADD	130.64
LOT 31 BLOCK 8 EVERGREEN ADD	130.64
LOT 32	130.64

BLOCK 8 EVERGREEN ADD		
LOT 33 BLOCK 8 EVERGREEN ADD		130.64
LOT 34 BLOCK 8 EVERGREEN ADD		130.64
LOT 35 BLOCK 8 EVERGREEN ADD		130.64
LOT 1 BLOCK 9 EVERGREEN ADD		130.64
LOT 2 BLOCK 9 EVERGREEN ADD		130.64
LOT 3 BLOCK 9 EVERGREEN ADD		130.64
LOT 4 BLOCK 9 EVERGREEN ADD		130.64
LOT 5 BLOCK 9 EVERGREEN ADD		130.64
LOT 6 BLOCK 9 EVERGREEN ADD		130.64
LOT 7 BLOCK 9 EVERGREEN ADD		130.64
LOT 8 BLOCK 9 EVERGREEN ADD		130.64
LOT 9 BLOCK 9 EVERGREEN ADD		130.64
LOT 10 BLOCK 9 EVERGREEN ADD		130.64
LOT 11 BLOCK 9		130.64

EVERGREEN ADD	
LOT 12 BLOCK 9 EVERGREEN ADD	130.64
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LOT 14 BLOCK 9 EVERGREEN ADD	130.64
LOT 15 BLOCK 9 EVERGREEN ADD	130.64
LOT 16 BLOCK 9 EVERGREEN ADD	130.64
LOT 17 BLOCK 9 EVERGREEN ADD	130.64
LOT 18 BLOCK 9 EVERGREEN ADD	130.64
LOT 19 BLOCK 9 EVERGREEN ADD	130.64
LOT 20 BLOCK 9 EVERGREEN ADD	130.64
LOT 21 BLOCK 9 EVERGREEN ADD	21,818.48

SECTION 3. SECTION 1 OF ORDINANCE 44-393 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 44-551 AND RESOLUTION NO. R-98-395 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **A LIFT STATION AND FORCE MAIN (NORTH OF 21ST, WEST OF MAIZE) (PROJECT NO. 468-82906)**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-98-395 adopted on August 25, 1998, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 44-551 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-98-395,** adopted **August 25, 1998** and published **August 28, 1998**, and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG	2,524.53
BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48 FT W 166.06 FT N 221.71 FT E 54.31	2,498.60

FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	17,384.62
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	6,760.69
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	1,705.16
LOT 1 BLOCK 1 EVERGREEN ADD	411.65
LOT 2 BLOCK 1 EVERGREEN ADD	411.65
LOT 3 BLOCK 1 EVERGREEN ADD	411.65
LOT 4 BLOCK 1 EVERGREEN ADD	411.65
LOT 5 BLOCK 1 EVERGREEN ADD	411.65
LOT 6 BLOCK 1 EVERGREEN ADD	411.65
LOT 7 BLOCK 1 EVERGREEN ADD	411.65
LOT 8 BLOCK 1 EVERGREEN ADD	411.65
LOT 9 BLOCK 1 EVERGREEN ADD	411.65
LOT 10 BLOCK 1 EVERGREEN ADD	411.65
LOT 11 BLOCK 1	411.65

EVERGREEN ADD	
LOT 12 BLOCK 1 EVERGREEN ADD	411.65
LOT 13 BLOCK 1 EVERGREEN ADD	411.65
LOT 14 BLOCK 1 EVERGREEN ADD	411.65
LOT 15 BLOCK 1 EVERGREEN ADD	411.65
LOT 16 BLOCK 1 EVERGREEN ADD	411.65
LOT 17 BLOCK 1 EVERGREEN ADD	411.65
LOT 18 BLOCK 1 EVERGREEN ADD	411.65
LOT 19 BLOCK 1 EVERGREEN ADD	411.65
LOT 20 BLOCK 1 EVERGREEN ADD	411.65
LOT 21 BLOCK 1 EVERGREEN ADD	411.65
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LOT 3 BLOCK 3 EVERGREEN ADD	411.65
LOT 4 BLOCK 3 EVERGREEN ADD	411.65
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LOT 7 BLOCK 3 EVERGREEN ADD	411.65
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LOT 1 BLOCK 4 EVERGREEN ADD	411.65
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EVERGREEN ADD	
LOT 12 BLOCK 4 EVERGREEN ADD	411.65
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LOT 32 BLOCK 4 EVERGREEN ADD	411.65
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LOT 34 BLOCK 4 EVERGREEN ADD	411.65
LOT 35 BLOCK 4 EVERGREEN ADD	411.65
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LOT 37 BLOCK 4 EVERGREEN ADD	411.65
LOT 38 BLOCK 4 EVERGREEN ADD	411.65
LOT 39 BLOCK 4 EVERGREEN ADD	411.65

LOT 40 BLOCK 4 EVERGREEN ADD	411.65
LOT 41 BLOCK 4 EVERGREEN ADD	411.65
LOT 42 BLOCK 4 EVERGREEN ADD	411.65
LOT 43 BLOCK 4 EVERGREEN ADD	411.65
LOT 44 BLOCK 4 EVERGREEN ADD	411.65
LOT 45 BLOCK 4 EVERGREEN ADD	411.65
LOT 1 BLOCK 5 EVERGREEN ADD	411.65
LOT 2 BLOCK 5 EVERGREEN ADD	411.65
LOT 3 BLOCK 5 EVERGREEN ADD	411.65
LOT 4 BLOCK 5 EVERGREEN ADD	411.65
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BLOCK 5 EVERGREEN ADD		
LOT 10 BLOCK 5 EVERGREEN ADD		411.65
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LOT 19 BLOCK 5 EVERGREEN ADD		411.65
LOT 20 BLOCK 5 EVERGREEN ADD		411.65
LOT 21 BLOCK 5 EVERGREEN ADD		411.65
LOT 22 BLOCK 5 EVERGREEN ADD		411.65
LOT 23 BLOCK 5		411.65

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LOT 24 BLOCK 5 EVERGREEN ADD	411.65
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LOT 18 BLOCK 9 EVERGREEN ADD	411.65
LOT 19 BLOCK 9 EVERGREEN ADD	411.65
LOT 20 BLOCK 9 EVERGREEN ADD	411.65
LOT 21 BLOCK 9 EVERGREEN ADD	411.65
LOT 1 EXC BEG SE COR LOT 7 N 265.11 FT E 60.01 FT S 265.11 FT W TO BEG & EXC BEG NW COR LOT 9 S 265.11 FT W 45.01 FT N 265.11 FT E 45.01 FT TO BEG & EXC BEG NW COR LOT 9 N 889.13 FT ELY 963.75 FT TO NW COR LOT 3 S 400 FT E 250 FT S 60 FT W 250 FT S 405.91 FT W TO BEG BLOCK 1 NEWMARKET SQUARE ADD	19,271.49
THAT PART LOT 1 BEG NW COR LOT 9 TH W 45.01 FT S 265.11 FT E 45.01 FT N 265.11 FT TO BEG BLOCK 1 NEWMARKET SQUARE ADD	155.61
THAT PART LOT 1 BEG SE COR LOT 7 N 265.11 FT E 60.01 FT S 265.11 FT W TO BEG	226.00

BLOCK 1 NEWMARKET SQUARE ADD	
THAT PART LOT 1 BEG NW COR LOT 9 N 889.13 FT ELY 963.75 FT TO NW COR LOT 3 S 400 FT E 250 FT S 60 FT W 250 FT S 405.91 FT W 963.47 FT TO BEG	11,220.50
BLOCK 1 NEWMARKET SQUARE ADD	

SECTION 3. SECTION 1 OF ORDINANCE 44-551 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 44-564 AND RESOLUTION NO. R-00-039 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTION OF STORM WATER SEWER NO. 503 (PROJECT NO. 485-157/751222/468-82817)**

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

SECTION 1. The last sentence of Section 2 of Resolution No. R-00-039 adopted on February 1, 2000, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 44-564 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-98-140,** adopted **April 14, 1998** and published **April 17, 1998, and rescinded by Resolution No. R-00-039,** adopted **February 1, 2000,** and published **February 4, 2000,** and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	4,395.67
BEG 165 FT S NE COR LOT 26 S 405.48	4,350.52

FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	30,269.82
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	11,771.60
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	2,968.99
LOT 2 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 3 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 4 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 5 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 6 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 7 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 8 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 9 BLOCK 1 NEWMARKET SQUARE ADD	5,017.28
LOT 1 BLOCK 1 EVERGREEN ADD	716.75
LOT 2 BLOCK 1 EVERGREEN ADD	716.75
LOT 3	716.75

BLOCK 1 EVERGREEN ADD	
LOT 4 BLOCK 1 EVERGREEN ADD	716.75
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LOT 16 BLOCK 9 EVERGREEN ADD	716.75
LOT 17 BLOCK 9 EVERGREEN ADD	716.75
LOT 18	716.75

BLOCK 9 EVERGREEN ADD	
LOT 19 BLOCK 9 EVERGREEN ADD	716.75
LOT 20 BLOCK 9 EVERGREEN ADD	716.75
LOT 21 BLOCK 9 EVERGREEN ADD	28,671.28
LOT 1 EXC BEG SE COR LOT 7 N 265.11 FT E 60.01 FT S 265.11 FT W TO BEG & EXC BEG NW COR LOT 9 S 265.11 FT W 45.01 FT N 265.11 FT E 45.01 FT TO BEG BLOCK 1 NEWMARKET SQUARE ADD	351,326.96
THAT PART LOT 1 BEG NW COR LOT 9 TH W 45.01 FT S 265.11 FT E 45.01 FT N 265.11 FT TO BEG BLOCK 1 NEWMARKET SQUARE ADD	1,792.96
THAT PART LOT 1 BEG SE COR LOT 7 N 265.11 FT E 60.01 FT S 265.11 FT W TO BEG BLOCK 1 NEWMARKET SQUARE ADD	2,390.21

SECTION 3. SECTION 1 OF ORDINANCE 44-564 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 44-606 AND RESOLUTION NO. R-98-397 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **IMPROVING OF PARKDALE/CENTRAL PARK, STONEY POINT/RYAN, STONEY POINT COURT, CENTRAL PARK, AND SIDEWALKS (NORTH OF 21ST, WEST OF MAIZE) (PROJECT NO. 490-635/765339/472-83000)**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-98-397 adopted on August 25, 1998, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 44-606 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-98-397,** adopted **August 25, 1998** and published **August 28, 1998**, and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG	10,281.86
BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48	10,176.24

FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	70,803.70
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	27,534.77
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	6,944.70
LOT 19 BLOCK 4 EVERGREEN ADD	4,931.03
LOT 22 BLOCK 7 EVERGREEN ADD	4,931.03
LOT 23 BLOCK 7 EVERGREEN ADD	4,931.03
LOT 24 BLOCK 7 EVERGREEN ADD	4,931.03
LOT 25 BLOCK 7 EVERGREEN ADD	4,931.03
LOT 10 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 11 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 12 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 13 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 14 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 15	4,931.03

BLOCK 8 EVERGREEN ADD	
LOT 16 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 17 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 18 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 19 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 20 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 21 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 22 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 23 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 24 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 25 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 26 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 27 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 28 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 29 BLOCK 8	4,931.03

EVERGREEN ADD	
LOT 30 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 31 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 32 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 33 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 34 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 35 BLOCK 8 EVERGREEN ADD	4,931.03
LOT 3 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 4 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 5 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 6 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 7 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 8 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 9 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 10 BLOCK 9 EVERGREEN ADD	4,931.03

LOT 11 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 12 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 13 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 14 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 15 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 16 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 17 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 18 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 19 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 20 BLOCK 9 EVERGREEN ADD	4,931.03
LOT 21 BLOCK 9 EVERGREEN ADD	125,741.26

SECTION 3. SECTION 1 OF ORDINANCE 44-606 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 46-070 AND RESOLUTION NO. R-03-528 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **MAIN 6, PART F, NORTHWEST INTERCEPTOR SEWER, (SOUTH OF 29TH STREET NORTH, WEST OF MAIZE) (468-83705/480-704)**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-03-528 adopted on October 7, 2003, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 46-070 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-03-528,** adopted **October 7, 2003** and published **October 10, 2003**, and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG	655.19
BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48 FT W 166.06 FT N 221.71 FT E 54.31	648.46

FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	4,511.82
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	1,754.60
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	442.54
LOT 21 EXC W 200 FT & BEG SE COR TH W 150.36 FT TO CUR SWLY ALG CUR 19.65 FT N 254.43 FT E 180 FT TO E LI S 54 FT SWLY 100.5 FT S 100 FT TO BEG & EXC E 10 FT FOR ST BLOCK 9 EVERGREEN ADD	6,021.46
BEG SE COR LOT 21 W 150.36 FT TO CUR SWLY ALG CUR 19.65 FT N 254.43 FT E 180 FT TO E LI S 54 FT SWLY 100.5 FT S 100 FT TO BEG EXC PART FOR ST BLOCK 9 EVERGREEN ADD	421.45
W 200 FT LOT 21 BLOCK 9 EVERGREEN ADD	1,716.58
LOT 4 BLOCK 2 EVERGREEN 4TH ADD	95.37
LOT 11 BLOCK 2 EVERGREEN 4TH ADD	100.36
LOT 4 BLOCK 3 EVERGREEN 4TH ADD	77.17
LOT 8 BLOCK 3 EVERGREEN 4TH ADD	80.95
LOT 5 BLOCK 2 EVERGREEN 4TH ADD	243.44
LOT 6 BLOCK 2 EVERGREEN 4TH ADD	239.87

LOT 7 BLOCK 2 EVERGREEN 4TH ADD	162.68
LOT 8 BLOCK 2 EVERGREEN 4TH ADD	162.64
LOT 9 BLOCK 2 EVERGREEN 4TH ADD	239.51
LOT 10 BLOCK 2 EVERGREEN 4TH ADD	301.96
COM 1650 FT W OF NE COR NE ¼ TH S 660 FT E 1320 FT S TO S LI N ½ NE ¼ W 1350 FT N TO N LI E 30 FT TO BEG EXC BEG 1650 FT W NE COR NE ¼ TH S 660 FT E 236.06 FT S 656.19 FT W 280.11 FT N 1350 FT E 30 FT TO BEG SEC 6-27-1W	6,733.95
THAT PART NE ¼ BEG 1680 FT W NE TH COR S TO A PT 628.14 FT N OF S LI N ½ NE ¼ TH NE 41.91 FT N 660 FT W 30 FT TO BEG EXC N 30 FT FOR RD SEC 6-27-1W	187.59
E 330 FT N ½ NE ¼ EXC RDS SEC 6-27-1W	3,564.41

SECTION 3. SECTION 1 OF ORDINANCE 46-070 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in The Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 46-531 AND RESOLUTION NO. R-04-447 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTING A TRAFFIC SIGNAL AT THE INTERSECTION OF MAIZE ROAD & CENTRAL PARK STREET, TO SERVE EVERGREEN, TRACT "A", & UNPLATTED TRACT, (PROJECT NO. 490-969/472-83957)**

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

SECTION 1. The last sentence of Section 5 of Resolution No. R-04-447 adopted on August 31, 2004, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 46-531 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-04-088,** adopted **March 2, 2004** and published **March 5, 2004, and rescinded by Resolution No. R-04-447** adopted **August 31, 2004,** and published **September 3, 2004, corrected & republished September 25, 2004, corrected & republished October 16, 2004**, and amended by the Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW	2,713.34

202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48 FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	2,685.46
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	18,684.81
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	7,266.31
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	1,832.69
BEG SE COR LOT 21 W 150.36 FT TO CUR SWLY ALG CUR 19.65 FT N 254.43 FT E 180 FT TO E LI S 54 FT SWLY 100.5 FT S 100 FT TO BEG EXC PART FOR ST BLOCK 9 EVERGREEN ADD.	12,640.99
COM 1650 FT W OF NE COR NE1/4 TH S 660FT E 1320FT S TO S LI N1/2 NE1/4 W 1350 FT N TO N LI E 30 FT TO BEG EXC BEG 1650 FT W NE COR NE1/4 TH S 660 FT E 236.06 FT S 656.19 FT W 280.11 FT N 1350 FT E 30 FT TO BEG SEC 6-27-1W	12,819.86
E 330 FT N1/2 NE1/4 EXC N 60 FT FOR RD & EXC RD ON E SEC 6-27-1W	20,362.74

SECTION 3. SECTION 1 OF ORDINANCE 46-531 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in the Wichita Eagle**,** _____

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 46-761 AND RESOLUTION NO. R-04-446 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTION OF SWS NO. 608, TO SERVE EVERGREEN & TRACT 'A', North of 21st, West of Maize (468-83827/485-264).**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-04-446 adopted on August 31, 2004, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 46-761 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-04-283,** adopted **June 8, 2004,** and published **June 11, 2004, and amended by Resolution No. R-04-446,** adopted **August 31, 2004** and published **September 3, 2004,** and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE	4,107.52
CORLOT 26 TH SE 105.12 FT SW 119.51	
FT SE 82.86 FT S 50.48 FT W 37 FT S	
98.13 FT W 114.98 FT N 114.95 FT NW	

202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	
BEG 165 FT S NE COR LOT 26 S 405.48 FT W 166.06 FT N 221.71 FT E 54.31 FT TO BEG EXC E 10 FT FOR ST BLOCK 7 EVERGREEN ADD	4,065.32
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	28,285.53
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	10,999.93
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	2,774.37
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	89,636.17
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	3,047.92
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	7,781.24

SECTION 3. SECTION 1 OF ORDINANCE 46-761 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in the Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 46-918 AND RESOLUTION NO. R-05-120 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTING WATER DISTRIBUTION SYSTEM NO. 448-90058, TO SERVE EVERGREEN ADDITION, North of 21st, West of Maize (470-913).**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-05-120 adopted on March 8, 2005, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 46-918 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-05-120,** adopted **March 8, 2005,** and published **March 14, 2005**, and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 1 BLOCK 1 NEW MARKET SQUARE PHASE III ADD	54,244.66
LOT 2 BLOCK 1 NEW MARKET SQUARE PHASE III ADD	21,095.15

LOT 3 BLOCK 1 NEW MARKET SQUARE PHASE III ADD	4,821.67
BEG 200.05 FT W & 54.56 FT S NE COR LOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW 202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	7,138.52

SECTION 3. SECTION 1 OF ORDINANCE 46-918 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

_____Published in the Wichita Eagle**, _____**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 46-936 AND RESOLUTION NO. R-05-121 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING **LATERAL 1, MAIN 6, NORTHWEST INTERCEPTOR SEWER, TO SERVE EVERGREEN ADDITION & TRACT "A", North of 21st, West of Maize (468-83969/480-798).**

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

SECTION 1. The last sentence of Section 4 of Resolution No. R-05-121 adopted on March 8, 2005, is hereby amended to read as follows:

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; provided, however Lot 1, Block 1, New Market Square Phase III Addition, and Lot 2, Block 1, New Market Square Phase III Addition, which were divided from a single after the improvement district was created, shall be assessed 72% against Lot 1, Block 1, New Market Square Phase III Addition, and 28% against Lot 2, Block 1, New Market Square Phase III Addition.

SECTION 2. SECTION 1 OF ORDINANCE 46-936 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. R-05-121** adopted **March 8, 2005,** and published **March 14, 2005, and corrected & republished April 14, 2005,** and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 200.05 FT W & 54.56 FT S NE CORLOT 26 TH SE 105.12 FT SW 119.51 FT SE 82.86 FT S 50.48 FT W 37 FT S 98.13 FT W 114.98 FT N 114.95 FT NW	6,090.23

202.45 FT NE 211.89 FT SE 66.2 FT TO BEG BLOCK 7 EVERGREEN ADD	
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	46,278.84
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	17,997.33
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE III ADD	4,113.60
LOT 1 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	28,478.42
LOT 2 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	968.50
LOT 3 BLOCK 1 NEWMARKET SQUARE PHASE II ADD	2,473.08

SECTION 3. SECTION 1 OF ORDINANCE 46-936 as if formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **February 12, 2010** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **February 9, 2010.**

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
February 2, 2010

TO: Mayor and City Council Members

SUBJECT: Sale of Remnant Property at Approximately 457 North McLean (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired the property at 457 North McLean as part of the McLean Avenue improvement project. At the time of acquisition, the property was improved with a single family residence. The improvements were removed and the north portion of the parcel was utilized for the project. There is approximately 3,300 square feet of the parcel outside the right of way boundaries. The parcel does not have access to McLean. The City Council declared the property surplus on August 11, 2009. Due to its small size and lack of access, the only potential buyers were the three adjacent property owners.

Analysis: The three adjacent owners were contacted, soliciting interest in the property. One owner offered to acquire the parcel for $1,000. No other responses were received. The buyer wishes to maintain the property as green space as an amenity to their adjacent building, and to assure the preservation of a large oak tree on the site.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement and aerial.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this____ day of _____, 2009, by and between the City of Wichita, Kansas, a municipal corporation, heirs or assigns, hereinafter referred to as "Seller," and O'Henry LLC, a Kansas limited liability corporation hereinafter referred to as "Buyer."

Witnesseth: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties do hereby contract with each other, as follows:

1. The Seller does hereby agree to sell and convey, subject to easements, restrictions, encroachments, and special assessments of record, if any, to the Buyer by a quit claim deed the real property described as

Lots 20 and 21 and the south 10 feet of Lot 22 except the west 93 feet there of, Reeve's Addition to Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay the Seller, as consideration for the conveyance to Buyer of the above-described real property, the sum of One Thousand Dollars and No/100 ($1,000.00) in cash at closing.

3. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted. If any subsurface improvements exist on the sale parcel, Buyer agrees to develop the site in such a way as to not impact said improvements.

4. Seller shall deliver possession of the said real property to Buyer at closing.

5. The parties covenant and agree that each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

6. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before March 31, 2010.

7. The above-described real property parcel is for sale in its present 'as is' condition, and the Buyer agrees to satisfy himself or herself that the property is suitable for the Buyer's intended purpose. The Seller makes no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of the Buyer. Therefore, the Buyer covenants and agrees that the Buyer at the Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;

B. The presence or absence of any contamination by any hazardous substance;

C. The quality and quantity of water available by on-site water wells,

and the availability of a permit or permits therefor;

D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;

E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;

F. The nature and extend of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

8. The Buyer also covenants and agrees that the Buyer, his agents, successors and assigns shall not use of the property as described above for any of the following uses:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. New or used Car Lots
F. Multi-game, Casino-style Gambling Facilities
G. Commercial Billboard Siting

9. The covenants and agreements contained in Paragraph 8 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

10. There shall be no direct access from the sale parcel to McLean Avenue.

11. Upon closing of title, all promises, statements and obligations merge in the deed except as herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against the Seller, his agents or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

BUYER:
O'Henry LLC

Margaret P. Mathewson

Margaret P. Mathewson, Member

SELLER:
CITY OF WICHITA, KANSAS, a municipal corporation

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

Remnant of 457 North McLean

Property Parcels

Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

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City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane
- Park City

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.

Second Reading Ordinances for February 2, 2010 (first read on January 26, 2010)

ZON2009-00036 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") and LI Limited Industrial ("LI"); generally located north of MacArthur Road, on the east side of Broadway Avenue; associated with CON2009-40. (District III)

ORDINANCE NO. 48-596

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.

ZON2006-00021 – Zone change from B Multi-family Residential ("B") and MF-29 Multi-family Residential ("MF-29") to LC Limited Commercial ("LC") with a Protective Overlay; generally located on the east side of Parkwood Lane, between Harry Street and Boston Avenue and one block west of Edgemoor Avenue. (District III)

ORDINANCE NO. 48-597

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.

SUB 2006-81 -- Plat of Mandy Kay Commercial Addition, located south of 45th Street north and on the west side of Hoover Road. (District V)

ORDINANCE NO. 48-598

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.

Nuisance Abatement Assessments.

ORDINANCE NO. 48-599

An ordinance making a special assessment to pay for the cost of cutting weeds in the city of Wichita, Kansas.

ORDINANCE NO. 48-600

An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (lot clean up) under the provision of section 7.40.050 of the code of the City of Wichita, Kansas. Be it ordained by the governing body of the city of Wichita, Kansas.

Abatement of Dangerous & Unsafe Structures.

ORDINANCE NO. 48-601

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building condemnation-demolition) under the provision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.

ORDINANCE NO. 48-602

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building emergency board-up) under the provision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.