C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:00 a.m. July 15, 2008

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 July 8, 2008 and July 7th and 8th Special Meeting minutes

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AWARDS AND PROCLAMATIONS

-- Governor's Art Award.

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. Howard Feiner-Leash law for cats.

COUNCIL BUSINESS

UNFINISHED COUNCIL BUSINESS

1a. Appeal from an Order of the Chief of Police to reclassify local Liquor License of Loco Joes LLC at 417 East Douglass. (District I)

RECOMMENDED ACTION: Conduct a hearing of the licensee's appeal and issue an order either upholding or overturning the same.

2. Repair or Removal of Dangerous & Unsafe Structures - 1149 North Market. (District VI)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid as of July 15, 2008, (2) the structure is maintained secure as of July 15, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of July 15, 2008, and is so maintained during renovation.

NEW COUNCIL BUSINESS

3. Contract for Providing Pre-Employment Physical Examinations and Substance Abuse Screens.

RECOMMENDED ACTION: Approve contract and authorize necessary signatures.

4. Maize Road Improvement, between Pawnee and Kellogg. (District IV)

RECOMMENDED ACTION: Approve the design concept, place the Amending Ordinance on First Reading, and authorize the signing of State/Federal Agreements as required

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5. Meridian Street Improvement, between 47th Street South and 31st Street South. (District IV)

RECOMMENDED ACTION: Approve the design concept, place the Amending Ordinance on First Reading, and authorize the signing of State/Federal Agreements as required.

6. Interdepartmental Land Use, Land Development, Construction Permitting, Code Enforcement, Inspection and Licensing Management/Tracking Software replacement Project.

RECOMMENDED ACTION: Approve the proposed interdepartmental land use, land development, construction permitting, code enforcement, inspection and licensing management/tracking Software Replacement Project budget, up to $1,000,000, from the identified sources, and authorize staff to prepare and issue a request for proposals.

7. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: 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.

8. 2009 Proposed Operating Budget.

RECOMMENDED ACTION: Receive the 2009 City Manager's Proposed Operating Budget and receive public comment.

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.

* Consent Items

None

HOUSING AGENDA

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

* Consent Items

Allan Murdock, Housing Member is also seated with the City Council.

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport 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.

*Consent items

9. *Tenant Facility Improvements, 1801 Airport Road Door Modifications, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the project and authorize the necessary signatures.

10. *Wichita Mid-Continent Airport, Runway Shoulder and Blast Pad Rehabilitation, Change Order No. 2.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

COUNCIL MEMBER AGENDA

None

11. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments

CONSENT AGENDA

12. Report of Board of Bids and Contracts dated July 14, 2008.

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

13. Applications for Licenses:

None

14. Applications for Licenses to Retail Cereal Malt Beverages:

Special Event

Wagonmaster 2008 Chili Cookoff	09/27/2008	600 East Douglas

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

15. Preliminary Estimates:

None

16. Petitions for Public Improvements:

    None

17. Deeds and Easements:

    None.

18. Statement of Costs:

    RECOMMENDED ACTION: Approve and file.

19. Consideration of Street Closures/Uses.

    None

20. Agreements/Contracts:

    None

21. Design Services Agreement:

    None

22. Change Orders:
    a. Petition for Sanitary Sewer in Parkstone Addition, north of Douglas, east of Hillside. (District II)
    b. Main 16, Sanitary Sewer No. 23, north of 37th Street North, east of Arkansas Avenue. (District VI)
    c. Kellogg-Rock Interchange. (District II)
    d. Central Corridor Railroad Improvement. (District VI)

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

23. Property Acquisition:

    None

24. Minutes of Advisory Boards/Commissions

    Design Council, June 17, 2008.

    RECOMMENDED ACTION: Receive and file.

25. Repair or Removal of Dangerous and Unsafe Structures

Property Address	Council District
a. 1331 North Green	I
b. 927 North Wabash	I
c. 1009 North Wabash	I
d. 1325 North Lorraine	I
e. 1707 North Minneapolis	I
f. 1719 North Minneapolis	I

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on September 9, 2008 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

26. Purchase Option, Airtechnics, Inc. (District II)

RECOMMENDED ACTION: Adopt the Resolution approving the Release of Equipment, Bill of Sale and Termination of Lease Agreement and authorize necessary signatures.

27. Wichita Animal Care Campus, City and Humane Society.

RECOMMENDED ACTION: Approve the Security System/Installation and authorize the Purchasing Manager to issue a Purchase Order.

28. Senior Management Report, May 2008.

RECOMMENDED ACTION: Receive and file.

29. Report on Claims for June, 2008.

Kansas Gas Service	$463.75
Schottler Engine	$1,700.00
Maria Bustamante	$919.00

**Settled for lesser amount than claimed

RECOMMENDED ACTION: Receive and file.

30. Resolution of support for and authorization to submit a 2009 Recreational Trails Program application to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration. (District IV)

RECOMMENDED ACTION: Approve the resolution of support and authorize application submittal to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration.

31. Leasing of Antenna Site at Orchard Park. (District VI)

RECOMMENDED ACTION: Approve the Lease and authorize all necessary signatures.

32. Summer Youth Employment Program Allocation.

RECOMMENDED ACTION: Approve the recommended allocation and authorize the necessary signatures.

33. Banking Services Resolution.

RECOMMENDED ACTION: Approve the resolution updating authorization and providing Scott Moore and Kelly Carpenter authority to execute banking documents on behalf of the City of Wichita.

34. Chapin Landfill Methane Gas. (District III)

RECOMMENDED ACTION: It is recommended that the City Council be advised of the situation and approve necessary expenditures (current, future, and unforeseen) to address the elevated concentrations of methane gas discovered beyond the boundary of the closed Chapin Landfill. As long-term plans and needs develop, those items will be formally presented to the Council for individual consideration and approval.

35. Second Reading Ordinances: (First Read July 8, 2008)

a. ZON2008-00010 – Zone change from B Multi-family Residential ("B") and MF-29 Multi-family Residential ("MF-29") to LC Limited Commercial ("LC"). Generally located approximately 400-feet south and east of the intersection of Central and Oliver (454 and 446 North Bleckley Dr.) (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

b. ZON2008-00026 – Zone change from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to GC General Commercial ("GC"); generally located on the south side of Lewis, a half block west of Zelta and one block north of east Kellogg, (11002 & 11723 East Lewis). (District II)

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.

(Item 35 continued)

c. ZON2008-28 – Zoning request on a parcel with no zoning to MH Manufactured Housing, generally located 1/2 mile east of Hydraulic Avenue at 55th Street South and abutting the Arkansas River. (District III)

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.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Agenda Item No. 1a

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Appeal from an order of the Chief of Police to reclassify Local Liquor License of Loco Joes LLC at 417 E Douglas (District I)

INITIATED BY: Wichita Police Department

AGENDA: Unfinished Business

Recommendation: Conduct a hearing on the appeal regarding the reclassification of license for Loco Joes LLC, 417 E Douglas from that of Drinking Establishment Restaurant to a Drinking Establishment.

Background: City ordinance defines a Drinking Establishment/Restaurant (DER) as a business that is open to the general public, sells liquor by the individual drink and meets one of the following requirements: The business shall derive not less than 50% of its gross revenues from sales of food and beverages for consumption on such premises in a six-month period; or such business shall derive not less than 30% of it gross revenues from sales of food and beverages for consumption on such premises in a six-month period and shall have not less than 70% of the public assembly area of the licensed premises devoted to designated seating for the service of food for consumption on the licensed premises. (See Wichita City Ordinance/Section ***4.04.010(t)***) Minors under the age of 21 years are allowed on the premises of a DE/R but cannot consume alcohol. Any establishment not meeting the above food sales and seating space criteria is classified and licensed as a Drinking Establishment (DE), and minors under the age of 21 years are prohibited from entering or remaining on the premises.

The City Code also provides that a business licensed as a DE/R maybe reclassified as a DE in the event that the business fails to meet food sales or seating space criteria. Wichita City Ordinance/Section ***4.16.095 (c***) authorizes the Chief of Police to reclassify any DE/R as a DE if the establishment ***"fails to provide information showing either the required amount of gross revenues from sales of food or the percentage of floor space devoted to the designated seating according to the floor plan, and the service of food for consumption on the licensed premise"***. Subsection ***4.16.095 (d)*** of the City Code provides ***that an order of reclassification issued by the Chief of Police may be appealed to the City Council within seven days from the date of the order***. An appeal from the Chief's order to the City Council stays the order of reclassification until the Council resolves the matter.

Analysis: Loco Joes LLC, located at 417 E Douglas, has been licensed as a DE/R since 10 August 2007. On 29 March 2008 Wichita Police Department Detectives served Mr. Joe Bidwell the owner of Loco Joes LLC with a letter requesting information showing that the establishment was in compliance with Section 4.04.010 (t) regarding percentage of food sales. A list requesting specific information necessary for the audit of Loco Joes LLC revenues was attached. As of 11 April 2008 Detective Quinn has yet to receive the audit information requested.

On 18 April 2008 Chief Williams sent a letter to Mr. Joe Bidwell, the licensee for Loco Joes LLC informing him that the establishment was being reclassified to a DE, due to failure to comply with City ordinance 4.04.010 (t).

Council action was delayed on the reclassification for two weeks from their 03 June 2008 meeting to provide Mr Joe Bidwell time to complete a working kitchen. Detective Quinn returned to the business 19 June 2008 & was to meet Mr Joe Bidwell who failed to arrive for the inspection. Detective Quinn upon looking at the kitchen noticed a cook top and deep fryer that were inoperable at the time of inspection. There was not a refrigerator present that was to be used to store food.

Financial Consideration: None

Legal Consideration: If the City Council upholds the decision of the Chief, the licensee has the further option of appealing to the district court, pursuant to state statute. Such an appeal would not stay the order of reclassification.

Goal Impact: Provide a safe and secure environment by enforcing City Ordinances regarding liquor licenses and drinking establishments.

Recommendation/Action: Conduct a hearing of the licensee's appeal and issued an order either upholding or overturning the same.

Agenda Item No. 2

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
1149 North Market (District VI)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on April 2, 2007. No-one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

This case was before Council on July 3, 2007 and was deferred until August 7, 2007, at the request of Council Member Fearey. On August 7, 2007, this case was before the Council and was deferred because of the pending tax foreclosure sale. On September 11, 2007, this case was before Council and was deferred for 90 days.

This case was back before Council on December 4, 2007. The new owner represented the property, and Council passed a resolution giving him ninety (90) days to complete the exterior repairs.

On June 10, 2008, City Council again reviewed the case and voted to give another thirty (30) day extension to complete the exterior repairs.

Analysis: Staff made an inspection of the property on July 1, 2008; some painting had been done, but no other changes were noted. The premises are being maintained clean and the structure is secure.

As of July 1, 2008, the 2007 taxes were past due, in the amount of $906.80, including a special assessment for emergency board up in the amount of $278.89.

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: The owner has been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid as of July 15, 2008, (2) the structure is maintained secure as of July 15, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of July 15, 2008, and is 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 resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

CONTRACT

For

PRE-PLACEMENT PHYSICAL EXAMINATIONS

THIS CONTRACT entered into this 15th day of July, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and Via Christi Occupational and Immediate Care, 501 North Maize Road, Wichita, KS 67212 Vendor Code 481247724 002, Telephone Number (316) 721-5000 hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Pre-Placement Physical Examinations and Substance Abuse Screens (Formal Proposal – FP800036); and

WHEREAS, CONTRACTOR 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. CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800036 due April 25, 2008, 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 – FP800036, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. CITY agrees to pay to **CONTRACTOR** for sevices as per the proposal, specifications, addenda and Contractor's proposal of FP800036 due on April 25, 2008 and as approved by the City Council on July 15, 2008.

Per Attached Fee Schedule Exhibit B

3. **Term.** The term of this contract shall be for a one-year period from August 1, 2008 through July 31, 2009 with an option to renew for an additional (4) four-(1) one year annual renewal options, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR.**

4. **Indemnification and Insurance.**

a. **CONTRACTOR** 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 **CONTRACTOR**, 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. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $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

The Insurance Certificate must contain the following:

A. Statement that the Contractural Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. CONTRACTOR** 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 **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. CONTRACTOR** 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.

13. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or C**ONTRACTOR** to execute this contract, and that the contractor or C**ONTRACTOR** 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

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

by_____
Carl Brewer, Mayor

CITY OF WICHITA, KANSAS

_____
Melinda A. Walker
Purchasing Manager

VIA CHRISTI

_____
(Signature)

_____
(Print Name)

_____
(Title)

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, Contractor 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, Contractor 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 Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor 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.

Agenda Item No. 3

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: Contract for Providing Pre-Employment Physical Examinations and Substance Abuse Screens

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the Contract.

Background: The City of Wichita uses the services of a private contractor for pre-employment physical examinations and substance abuse screens. The contract of the current contractor, Via Christi Occupational and Immediate Care, expires on July 31, 2008.

On April 2, 2008, a Request for Proposals was issued. Four proposals were received. Negotiations with the top proposer, Via Christi Occupational and Immediate Care, were successful.

Analysis: The examinations and screens are customized for five levels of City positions:

- Administrative
- Physical
- Police
- Fire
- Asbestos

Financial Considerations: The costs in the new contract are the same as in the current contract with Via Christi, with the exception of the urinalysis which has increased from $30 to $45.

Goal Impact: Internal Perspectives. Accurate, timely, and affordable examinations and screens increase productivity by streamlining the hiring process.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewable options for four (4) years.

Recommendations/Actions: It is recommended that the City Council approve this contract and authorize the necessary signatures.

W RINGER ST
W KELLOGG RAMP
KELLOGG US 54
S SMITH ST
S LARK CT
S LARK CT
W MERTON ST
W CARR ST
S SHEFFORD CIR
W CARR CT
W CARR AVE
W CARR AVE
S MARS ST
W DORA CT
S STONY PT
S DENE ST
W DORA ST
S CARRWOOD DR
W MAY ST
MAIZE ROAD
JEWELL ST
W RITA CT
S CRESTLINE ST
W LYDIA CT
W RITA ST
W LOTUS ST
S LARK LN
S WESTGATE
W HASKELL ST
S FIELDCREST ST
S RUTLEDGE CIR
S PRESCOTT ST
S SHEFFORD ST
PAWNEE AVENUE
W ATLANTA CIR
S WESTGATE CT
N

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	6/9/2008	Maize, Pawnee - Kellogg

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-200910		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$740,000			$740,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$740,000			$740,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84697

13. Recommendation: Approve the Project and Ordinance

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **47-889** OF THE CITY OF WICHITA, KANSAS DECLARING **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance **47-889** is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Maize Road, between Pawnee and Kellogg (472-84697)** as a main trafficway in the following particulars:

The design, relocation of utilities and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 3 of Ordinance No. **47-889** is hereby amended to read as follows:

"SECTION 3. The costs of the construction of the above described improvement is estimated to be **Seven Hundred Forty Thousand Dollars ($740,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **47-889** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Gary Rebenstorf by BXM
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 4

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Maize Road Improvement, between Pawnee and Kellogg (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept and budget.

Background: The 2007-2016 Capital Improvement Program includes funding in the amount of $3.5 million to improve Maize Road, between Pawnee and Kellogg. On June 4, 2008, District VI Advisory Board held a neighborhood hearing on the project. Due to the lack of a quorum, the Board made no recommendation on the project.

Analysis: Maize Road, from Pawnee to Kellogg, is currently a two-lane asphalt mat road with drainage ditches. The proposed improvement consists of a five-lane roadway with two through lanes in each direction and a center two-way left turn lane. The project will reconstruct Maize Road from just north of the improved intersection at Pawnee to Kellogg. Drainage improvements will be included with the project. A new sidewalk will be constructed on both sides of Maize Road and the available right-of-way will be landscaped. The intersection of Pawnee and Maize will be evaluated to determine if traffic signals installation is warranted. Construction is projected to begin in spring of 2009 and be completed in late 2009.

Financial Considerations: The City Council previously approved $240,000 for the design of the project. An additional $500,000 from the available funds is requested at this time to begin right-of-way acquisition, for a total authorized budget total of $740,000. The funding source is General Obligation bonds. Approval of right-of-way funding will expedite the project. The project will be returned to the City Council at a future date for consideration of the construction budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the Amending Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design concept, place the Amending Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

Attachments: Map, CIP Sheet and Ordinance.

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **47-889** OF THE CITY OF WICHITA, KANSAS DECLARING **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance **47-889** is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Maize Road, between Pawnee and Kellogg (472-84697)** as a main trafficway in the following particulars:

The design, relocation of utilities and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 3 of Ordinance No. **47-889** is hereby amended to read as follows:

"SECTION 3. The costs of the construction of the above described improvement is estimated to be **Seven Hundred Forty Thousand Dollars ($740,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **47-889** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

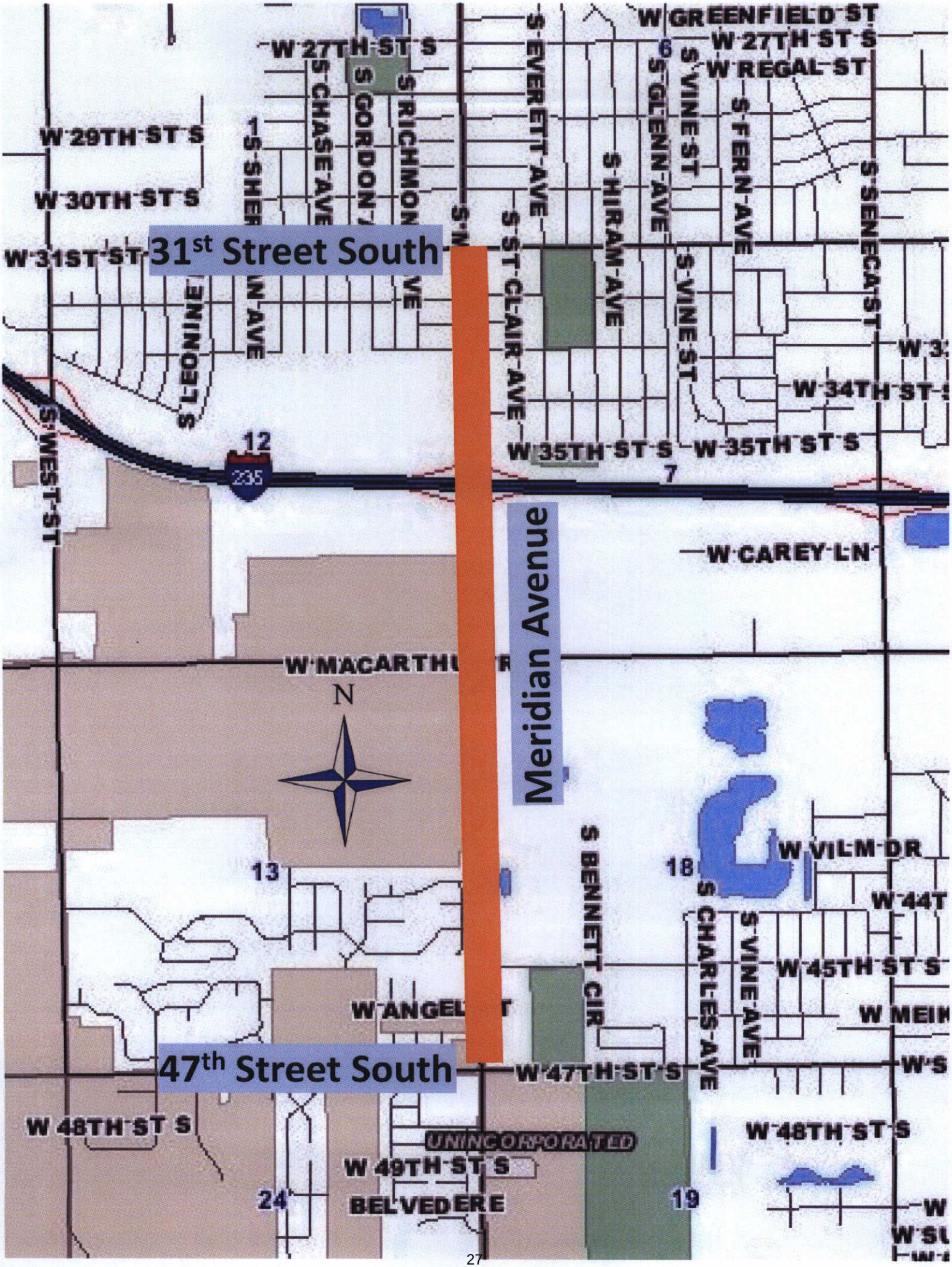
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


31st Street South
Meridian Avenue
47th Street South
W GREENFIELD ST
W 27TH ST S
W REGAL ST
W 29TH ST S
W 30TH ST S
W 31ST ST
S CHASE AVE
S GORDON
S RICHMON
S EVERETT AVE
S GLENN AVE
S VINE ST
S FERN AVE
S SENECA ST
S HIRAM AVE
S ST CLAIR AVE
S LEONINE
S WEST ST
W 34TH ST
W 35TH ST S
235
W CAREY LN
W MACARTHU
N
S BENNETT CIR
S CHARLES AVE
S VINE AVE
W VILM DR
W 44T
W 45TH ST S
W ANGEL
W MEIK
W 47TH ST S
W 48TH ST S
UNINCORPORATED
W 49TH ST S
BELVEDERE
1
6
7
12
13
18
19
24

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	6/9/2008	Meridian, 47th St South - 31st St South

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-200507		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$1,400,000			$1,400,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$1,400,000			$1,400,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84302

13. Recommendation: Approve the Project and Ordinance

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Agenda Item No. 5

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Meridian Street Improvement, between 47th St. South and 31st St. South (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept and budget.

Background: The 2007-2016 Capital Improvement Program includes $7.2 million in funding in years 2009 and 2010 to improve Meridian Street between 47th St. South and 31st St. South. On June 4, 2008, District IV Advisory Board held a neighborhood hearing on the project concept. Due to the lack of a quorum, the Board made no recommendation on the project.

Analysis: Meridian is currently a two-lane asphalt mat road with drainage ditches between 47th St. South and the I-235 Freeway; and four lanes between I-235 and 31st St. South. The proposed improvement consists of a five-lane roadway with two through lanes in each direction and a center two-way left turn lane between 47th St. South and 33rd St. South. Meridian will remain a four lane roadway between 33rd St. South and 31st St. South. Left turn lanes will be provided at the 31st & Meridian intersection and the traffic signals will be upgraded. The intersection of 47th & Meridian will be improved with a separate project. Traffic signals will be installed at the I-235 access ramps. Drainage improvements will be included with the project as well as new sidewalk on both sides of Meridian, except for the west side between 33rd and 31st.

Financial Considerations: The City Council previously approved $400,000 to design the project. An additional $1,000,000 of the available CIP funds is requested at this time to begin right-of-way acquisition, for a total authorized budget to date of $1,400,000. The funding source is General Obligation bonds. Approval of right-of-way funding will expedite the project. The project will be returned to the City Council at a future date for consideration of the construction budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the Amending Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design concept, place the Amending Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

Attachments: Map, CIP Sheet and Ordinance.

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **46-849** OF THE CITY OF WICHITA, KANSAS DECLARING **MERIDIAN, BETWEEN 47TH ST. SOUTH AND 31ST ST. SOUTH (472-84302)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance **46-849** is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Meridian, between 47th St. South and 31st St. South (472-84302)** as a main trafficway in the following particulars:

The design, relocation of utilities and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 3 of Ordinance No. **46-849** is hereby amended to read as follows:

"SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Million Four Hundred Thousand Dollars ($1,400,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **47-849** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Attachment 1

Sample Web-Based Software Product Enhancements

- Vastly improved citizen access and ease-of-use, via the Internet, including contractor licensing, construction permitting, contractor permit management, customized reports for users, on-line payment for permits and licenses, and complaint submittal and tracking through an greatly enhanced public portal;

- Vastly improved geographic information system (GIS) capability
  - Creation of projects & cases working from GIS maps/data
  - Auto-population of project & case information from GIS databases;

- Electronic plan/document submittal and review;

- Automated document imaging, storage and management, compatible with City's current Laserfiche or other similar systems;

- Enhanced wireless capability; ability to continue to work and "cache" information when not connected to the wireless network;

- Improved "project" management between departments; for example, automated attachment of planning case conditions to future building permits or links to electronically managed Public Works Engineering projects;

- Automated agenda reports and agenda management (MAPD, OCI, other departments);

- On-the-fly employee-user creation of reports and "dashboards", with option to import into Excel spreadsheets;

- Automated email notification to contractors and other citizens of case actions and/or results, development case hearings, etc. (for example, contractors could be automatically notified by email that a building permit inspection has passed or failed, with information as to why it failed, with pictures attached);

- Greatly simplified, much faster software maintenance and installation of product upgrades by IT/IS staff (due to web-based platform), providing significant maintenance cost savings or cost avoidance;

- Expanded interdepartmental use and application, improving information sharing among departments.

Agenda Item No. 6

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Interdepartmental Land Use, Land Development, Construction Permitting, Code Enforcement, Inspection and Licensing Management/Tracking Software Replacement Project

INITIATED BY: Office of Central Inspection/Information Technology Department

AGENDA: New Business

Recommendations: Approve the proposed Software Replacement Project budget and authorize staff to prepare and issue a request for proposals.

Background: In 1997, the Council approved a project to purchase and implement an interdepartmental, parcel-based land use, land development, construction permitting, code enforcement and contractor licensing management/tracking software system. The project created an electronic case management and tracking system for all OCI permits and code enforcement cases, for all OCI contractor license and trade certificate approvals/tracking, for all MAPD cases, and for a variety of other permit and/or code enforcement cases affecting land development or redevelopment, and maintenance of private property.

The software system selected in 1998 was developed by Tidemark Computer Systems (now owned by Accela Automation). In 1999, Wichita went live with thirty-four OCI and MAPD Tidemark users. Since 1999, several other departments, including Environmental Services, the City Manager's Neighborhood Assistance Office, Water & Sewer, Fire (Fire Prevention), Public Works/Engineering and the Wichita Police have utilized the Tidemark software. In 2003/2004, the City Council approved a project to add and implement Tidemark's "E-Permits" product; this allowed the City to offer secured Internet construction permitting and permit inspection scheduling/resulting, as well as citizen Internet access to land use, permitting and code enforcement case information. "E-Permits" was implemented in late 2004. Today, there are over 150 employee-users of Tidemark, including approximately 50 wireless and/or remote inspector-users.

Although Tidemark has worked well -- automating many processes, improving case tracking and enhancing communications (between departments and with the public) -- the system's architectural platform is over a decade old. The useful life of the original software was projected to be six (6) to seven (7) years. The 10-plus year old platform will not support many new web-based and/or Internet technologies and services, many of which can dramatically improve citizen access, "e-commerce" capacity, ease of use, wireless capabilities, information flow, communication and data storage/retrieval.

Wichita, like most other large and mid-sized jurisdictions, needs to move to a "web-based" design platform to continue providing services and communication expected by businesses and citizens, and to simplify future upgrades, serviceability and maintenance. *The Tidemark software, by declaration of the vendor, is at end of life cycle and will not be supported by the vendor within the next two (2) years. During this "phase down", no new functionality and few product enhancements will be forthcoming.*

Some of the more significant service and communication enhancements available with newer web-based software products are outlined in Attachment 1.

Analysis: The City's Information Technology Advisory Board (ITAB) reviewed the proposed Tidemark replacement project in October 2007 and April 2008. In April 2008, the ITAB recommended approval of the proposed project, with estimated costs of up to $1,000,000 (software, licensing, customized project

and case design, data conversion, training and implementation). The ITAB also recommended development and issuance of a request for proposals as soon as a project budget was approved. Between the October 2007 and April 2008 ITAB meetings, an interdepartmental staff team reviewed potential replacement software products and vendors, receiving live on-site or on-line demonstrations from many. The staff team subsequently prepared an estimated budget, identified potential funding sources, and developed a framework for a request for proposals.

The largest current *public* user/beneficiary of the Tidemark system, the local building industry, has expressed its support for the replacement project (through the Wichita Area Builders Association), seeing great value in the newer web-based products. The Wichita Area Builders Association also supports the use of OCI's Special Revenue Fund "reserve account" to fund a significant portion of the project cost.

Financial Considerations: The proposed Project may require up to $1,000,000. Funding is proposed from the following sources, to be established in a project account:

OCI Special Revenue Fund Reserve	$ 400,000
City (IT/IS) Equipment Replacement Fund (ERF)	$ 400,000
City ERF Loan (48 months, 0%), if needed, up to:	$ 200,000
Total	$1,000,000

There is currently a surplus in the OCI Special Revenue Fund Reserve Account. Encumbrance of (up to) $400,000 from this Reserve Account, based on current and projected OCI fund revenues, will not reduce the Reserve Account level to below the target Reserve Account balance.

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 item impacts the *Provide a Safe and Secure Community* and *Support a Dynamic Core Area and Vibrant Neighborhoods* goals by providing more effective and efficient delivery of land use development, construction permitting, construction inspection, business licensing and neighborhood code enforcement service delivery, while providing enhanced communication and better information to citizens who use or rely on these services.

Legal Considerations: The Law Department will review the work of the staff screening committee selected to review RFPs and make a recommendation for a selected vendor. Any proposed vendor selection and/or contract will be reviewed by the Law Department prior to final review and approval by the City Council.

Recommendations/Actions: Approve the proposed interdepartmental land use, land development, construction permitting, code enforcement, inspection and licensing management/tracking Software Replacement Project budget, up to $1,000,000, from the identified sources, and authorize staff to prepare and issue a request for proposals.

Attachments: (1) Sample Web-Based Software Product Enhancements.

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*, July 15, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 794, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $10,050,000, 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 794 Bonds occur on the same day bids are received and to enable the City to deliver the Series 794 Bonds authorized by said Ordinance on August 19, 2008.

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 July 15, 2008.

_____
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,* July 15, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 794A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $3,970,000, 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 794A Bonds occur on the same day bids are received and to enable the City to deliver the Series 794A Bonds authorized by said Ordinance on August 19, 2008.

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 July 15, 2008.

_____
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,* July 15, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 224, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $94,355,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED 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 224 Notes occur on the same day bids are received and to enable the City to deliver the Series 224 Notes authorized by said Ordinance on August 19, 2008.

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 July 15, 2008.

_____
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,* July 15, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 225 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $9,815,000, 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 225 Notes occur on the same day bids are received and to enable the City to deliver the Series 225 Notes authorized by said Ordinance on August 19, 2008.

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 July 15, 2008.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(Published in *The Wichita Eagle*, July 17, 2008)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 794, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $10,050,000, 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"), 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 $10,050,000, 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, the Governing Body, pursuant to Resolution No. 08-312, duly adopted June 17, 2008, advertised for bids at a public sale for an amount not to exceed $10,050,000 of the City's General Obligation Bonds, Series 794, 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 February 27, 1996, adopted Ordinance No. 42-996 establishing 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 No. 42-996, 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 General Obligation 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 July 15, 2008.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle* on July 17, 2008)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 224, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $94,355,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED 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 222, dated February 7, 2008 (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, the Governing Body, pursuant to Resolution No. 08-312, duly adopted June 17, 2008, advertised for bids at a public sale for not to exceed $94,355,000 of the City's General Obligation Renewal and Improvement Temporary Notes, Series 224, 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 February 27, 1996, adopted Ordinance No. 42-997 establishing 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 No. 42-997, 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 General Obligation Renewal and Improvement Temporary 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.

So long as the Notes remain issued in book-entry-only form, the City shall act as Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and interest on the Notes, and DTC will remit such principal and interest to its Direct Participants for the distribution to the beneficial owners in the manner set forth in Section 2.04(A) of the Note Resolution and as governed by the terms of the Letter of Representation.

In the event the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City hereby designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas (herein sometimes referred to as the "Fiscal Agent"), as the initial Paying Agent and Note Registrar for the Notes, and the Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books on behalf of the City.

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 July 15, 2008.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle* on July 17, 2008)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 225 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $9,815,000, 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

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 223, dated February 7, 2008 ("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, the Governing Body, pursuant to Resolution No. 08-312, duly adopted June 17, 2008, advertised for bids at a public sale for $9,815,000 of the City's General Obligation Renewal and Improvement Temporary Notes, Series 225 (Taxable Under Federal Law), for the purpose of providing 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 February 27, 1996, adopted Ordinance No. 42-997 establishing 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 No. 42-997, 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 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. It is further anticipated that a portion of the Notes will be payable from a tax increment revenues generated from certain tax increment districts within the City.

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 to 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 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.

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.

So long as the Notes remain issued in book-entry-only form, the City shall act as Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and interest on the Notes, and DTC will remit such principal and interest to its Direct Participants for the distribution to the beneficial owners in the manner set forth in Section 2.04(A) of the Note Resolution and as governed by the terms of the Letter of Representation.

In the event the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City hereby designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas (herein sometimes referred to as the "Fiscal Agent"), as the initial Paying Agent and Note Registrar for the Notes, and the Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books on behalf of the City.

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, on July 15, 2008.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

RESOLUTION NO. _____

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JULY 15, 2008

AUTHORIZING THE ISSUANCE OF

$10,050,000

GENERAL OBLIGATION BONDS
SERIES 794

DATED AUGUST 1, 2008

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RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 794, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $10,050,000, 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 $10,050,000 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" means 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 $10,050,000 original principal amount of General Obligation Bonds, Series 794, dated August 1, 2008, 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 August 1, 2008.

"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 March 1 and September 1 of each year commencing March 1, 2009, and ending September 1, 2023, 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 September 1 of each year, commencing September 1, 2009, and ending September 1, 2023, 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 July 15, 2008, 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 $10,050,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 794." 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, 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 her 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 September 1, 2009 to September 1, 2016, 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 September 1, 2017, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after September 1, 2016. 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
September 1, 2016, through August 31, 2017	101.00%
September 1, 2017, through August 31, 2018	100.50%
September 1, 2018, 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 794;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 794, 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 794.

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 the portion of the Purchase Price which represents the premium, if any, 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 Improvements 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 July 15, 2008.

_____
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 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 July 15, 2008, 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
September 1, 2009	$500,000	
September 1, 2010	520,000	
September 1, 2011	545,000	
September 1, 2012	565,000	
September 1, 2013	585,000	
September 1, 2014	610,000	
September 1, 2015	635,000	
September 1, 2016	660,000	
September 1, 2017	685,000	
September 1, 2018	715,000	
September 1, 2019	745,000	
September 1, 2020	775,000	
September 1, 2021	805,000	
September 1, 2022	835,000	
September 1, 2023	870,000	

RESOLUTION NO. _____

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JULY 15, 2008

AUTHORIZING THE ISSUANCE OF

$3,970,000

GENERAL OBLIGATION BONDS
SERIES 794A

DATED AUGUST 1, 2008

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RESOLUTION NO. 08-____

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 794A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $3,970,000, 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 $3,970,000 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" means 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 $3,970,000 original principal amount of General Obligation Bonds, Series 794A, dated August 1, 2008, 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 August 1, 2008.

"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 March 1 and September 1 of each year commencing March 1, 2009, and ending September 1, 2028, 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 September 1 of each year, commencing September 1, 2009, and ending September 1, 2028, 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 July 15, 2008, 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 benefitted 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 $3,970,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 794A." All of the Bonds shall be dated the Dated Date, 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 her 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 September 1, 2009, to September 1, 2019, 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 September 1, 2020, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after September 1, 2019. 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
September 1, 2019, through August 31, 2020	101.00%
September 1, 2020, through August 31, 2021	100.50%
September 1, 2021, 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 794A;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 794A, 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 794A.

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 the portion of the Purchase Price which represents the premium, if any, 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 Improvements 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 July 15, 2008.

_____
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 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 July 15, 2008, 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
09/01/09	$125,000		09/01/19	$195,000	
09/01/10	130,000		09/01/20	205,000	
09/01/11	140,000		09/01/21	215,000	
09/01/12	145,000		09/01/22	225,000	
09/01/13	150,000		09/01/23	235,000	
09/01/14	160,000		09/01/24	245,000	
09/01/15	165,000		09/01/25	255,000	
09/01/16	170,000		09/01/26	270,000	
09/01/17	180,000		09/01/27	280,000	
09/01/18	190,000		09/01/28	290,000	

RESOLUTION NO. _____

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JULY 15, 2008

AUTHORIZING THE ISSUANCE OF

$94,355,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT
TEMPORARY NOTES
SERIES 224

DATED AUGUST 19, 2008

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RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 224, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $94,355,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED 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 $94,355,000 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 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, those Improvements constituting building facades are hereby found and determined to be municipal improvements necessary to prevent or alleviate blight and/or preserve historic neighborhoods; 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 222, dated February 7, 2008 (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, 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 No. 156 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-1770 *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 Original Improvements and the Improvements are authorized, the Original Notes were issued and the Notes are issued.

"Authentication Date" shall mean the date on which a Note is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Note.

"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 Original Improvements and the 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 August 19, 2008.

"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 III hereof.

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

"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 III hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or 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 February 19, 2009.

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

"Maturity Date" means February 19, 2009.

"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" means 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 City, or such other entity maintaining Registration Books on behalf of the City as set forth in Section 2.03 hereof, and its successors and assigns.

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

"Notes" shall mean the $94,355,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 224, dated August 19, 2008, 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 Paying Agent or delivered to the Paying 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 Paying Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Paying 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 on behalf of the City.

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

"Paying Agent" shall mean the City, or such other entity acting on behalf of the City as Paying Agent for the Notes as set forth in Section 2.03 hereof, 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 III 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 224 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 Note Registrar 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 July 15, 2008, 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 4.09 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 renew a portion of the principal amount of the Original Notes as shown on Schedule I attached hereto, and for the interim financing of the Improvement costs as shown on Schedule I attached hereto, 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 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 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 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $94,355,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 224." 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 shall not be subject to call for redemption and payment prior to the Maturity Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with 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 Fiscal Agent 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 City shall act as the Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and 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 City has designated and appointed the Kansas State Treasurer, Topeka, Kansas (herein sometimes referred to as the "Fiscal Agent"), as Note Registrar and Paying Agent for the Notes and the Mayor and City Clerk, or such other officer of the City as may be directed by the Mayor, are authorized to execute on behalf of the City any necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City.

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 certificates 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. Principal of and interest on the Notes shall be payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of debts due in the United States of America. Principal of and interest on the Notes shall be paid to the owner of each Note upon presentation and surrender of the Note on the Maturity Date at the principal office of the Fiscal Agent. The Fiscal Agent shall maintain at its offices a record of the payment of principal and interest on the Notes.

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 her 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.

Notwithstanding the provisions of the foregoing paragraph regarding the manner of and the method for the execution, registration and countersigning of the Notes, as a condition precedent to the authentication of the Notes by the Note Registrar and the issuance and delivery of the Notes to the Original Purchaser, one or more of the aforesaid signatures required to appear on the Notes shall be by manual signature of one or more of the aforementioned officials.

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. For the initial delivery of the Notes, which will consist of one certificate in book-entry-only form as described in Section 2.04(A) hereof, the Notes shall be authenticated by the City Clerk.

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 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 for the purpose of renewing portions of the principal amount of the Original Notes and for the interim financing of costs in connection with the 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. The Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Fiscal Agent 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 Fiscal Agent. Upon the surrender for transfer of any certificated Note at its office, the Fiscal Agent 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 Fiscal Agent 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 Fiscal Agent, the Fiscal Agent 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 Fiscal Agent for

cancellation. Prior to delivery of any new Note(s) to the transferee, the Fiscal Agent shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Fiscal Agent 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 Note Registrar 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 Note Registrar, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Note Registrar and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Note Registrar. 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 Note Registrar 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 Note Registrar after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Note Registrar and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Note Registrar 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 Note Registrar 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
FUNDS AND ACCOUNTS

Section 3.01 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) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 224;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 224, to be created within the City's Capital Project Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 224.

Section 3.02 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 IV
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 4.01 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 III 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 the portion of the Purchase Price which represents the premium, if any, paid on the Notes; and

(B) To the Redemption Fund, the sum of $_____; and

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

Section 4.02 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 completion of the Original Improvements and/or the Improvements and the levying of special assessments against the real properties benefitted thereby, any of such special assessments which are collected during the pay-in period shall be deposited into the Principal and Interest Account. Additionally, 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 designed for payment of the costs of the Original Improvements and/or the Improvements, if any, shall likewise be deposited into the Principal and Interest Account.

Section 4.03 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 Paying 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 Paying Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Paying 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 Paying Agent in trust for and on behalf of the Owners of the Notes.

Section 4.04 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 4.05 Disposition of Redemption Fund. The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding Section 4.01 shall be used solely for the purpose of paying the portion of the principal amount of the Original Notes issued for the Original Improvements.

Section 4.06 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 Original Improvements and the Improvements, it will perform all duties and obligations relative to such Original Improvements and Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 4.07 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 4.08 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 4.09 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 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 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 V
DEPOSITS AND INVESTMENT OF MONEYS

Section 5.01 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 5.02 **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 5.03 **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 VI
PROVISION FOR PAYMENT OF NOTES

Section 6.01 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 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 6.02 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 VII
DEFAULT AND REMEDIES

Section 7.01 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 7.02 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 7.03 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 VIII
AMENDMENTS

Section 8.01 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 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 (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 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 (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 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 8.02 **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 IX
DEFEASANCE

Section 9.01 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 Paying 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 Paying 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 Paying 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 Paying 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 X
MISCELLANEOUS PROVISIONS

Section 10.01 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 10.02 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 10.03 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 10.04 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 10.05 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 July 15, 2008.

_____
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 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 July 15, 2008, 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. _____

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JULY 15, 2008

AUTHORIZING THE ISSUANCE OF

$9,815,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES

SERIES 225

(TAXABLE UNDER FEDERAL LAW)

DATED AUGUST 19, 2008

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Exhibit A Additional Terms of the Notes

Schedule I: The Improvements

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 225 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $9,815,000, 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 Ordinance No. _____ duly passed July 15, 2008 (the "Note Ordinance"), has authorized the issuance of the Notes in the aggregate principal amount of $9,815,000 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 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 223, dated February 7, 2008 (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, 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), K.S.A. 10-101 *et seq.*, K.S.A. 10-123 and K.S.A. 12-1770 *et seq.*, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized and the Notes are issued.

"Authentication Date" shall mean the date on which a Note is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Note.

"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 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.

"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 August 19, 2008.

"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 State Treasurer of Kansas, and its successors and assigns.

"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 III 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 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 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 Dates" shall be February 19, 2009.

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

"Maturity Date" means February 19, 2009.

"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" means 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 City, or such other entity maintaining Registration Books on behalf of the City as set forth in Section 2.03 hereof, and its successors and assigns.

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

"Notes" shall mean the $9,815,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 225 (Taxable Under Federal Law), dated as of August 19, 2008, 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 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 Paying Agent or delivered to the Paying 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 Paying Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Paying 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 on behalf of the City.

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

"Paying Agent" shall mean the City, or such other entity acting on behalf of the City as Paying Agent for the Notes as set forth in Section 2.03 hereof, 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 III 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.

"Registration Books" shall mean the books maintained on behalf of the City by the Note Registrar 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 July 15, 2008, 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 4.08 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 the Improvements, 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 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. It is further anticipated that a portion of the Notes will be payable from tax increment generated from certain tax increment districts in the City.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $9,815,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 225 (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 shall not be subject to call for redemption and payment prior to the Maturity Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with 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 Fiscal Agent 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 City shall act as the Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and 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 City has designated and appointed the Kansas State Treasurer, Topeka, Kansas (herein sometimes referred to as the "Fiscal Agent"), as Note Registrar and Paying Agent for the Notes and the Mayor and City Clerk, or such other officer of the City as may be directed by the Mayor, are authorized to execute on behalf of the City any necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City.

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. Principal of and interest on the Notes shall be payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of debts due in the United States of America. Principal of and interest on the Notes shall be paid to the owner of each Note upon presentation and surrender of the Note on the Maturity Date at the principal office of the Fiscal Agent. The Fiscal Agent shall maintain at its offices a record of the payment of principal and interest on the Notes.

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 her 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.

Notwithstanding the provisions of the foregoing paragraph regarding the manner of and the method for the execution, registration and countersigning of the Notes, as a condition precedent to the authentication of the Notes by the Note Registrar and the issuance and delivery of the Notes to the Original Purchaser, one or more of the aforesaid signatures required to appear on the Notes shall be by manual signature of one or more of the aforementioned officials.

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. For the initial delivery of the Notes, which will consist of one certificate in book-entry-only form as described in Section 2.04(A) hereof, the Notes shall be authenticated by the City Clerk.

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 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 costs in connection with the 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**. The Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Fiscal Agent 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 Fiscal Agent. Upon the surrender for transfer of any certificated Note at its office, the Fiscal Agent 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 Fiscal Agent 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 Fiscal Agent, the Fiscal Agent 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 Fiscal Agent for

cancellation. Prior to delivery of any new Note(s) to the transferee, the Fiscal Agent shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Fiscal Agent 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 Note Registrar 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 Note Registrar, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Note Registrar and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Note Registrar. 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 Note Registrar 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 Note Registrar after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Note Registrar and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Note Registrar 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 Note Registrar 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
FUNDS AND ACCOUNTS

Section 3.01 **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) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 225; and

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 225, to be created within the City's Capital Project Fund.

Section 3.02 **Administration of Accounts**. The 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 IV
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 4.01 **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 III 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 the portion of the

Purchase Price which represents the premium, if any, paid on the Notes; and

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

Section 4.02 **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 designed for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 4.03 **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 Paying 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 Paying Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Paying 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 Paying Agent in trust for and on behalf of the Owners of the Notes.

Section 4.04 **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 4.05 **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 4.06 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 4.07 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 4.08 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 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 V
DEPOSITS AND INVESTMENT OF MONEYS

Section 5.01 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 5.02 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 VI
PROVISION FOR PAYMENT OF NOTES

Section 6.01 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. It is further anticipated that a portion of the Notes will be payable from tax increment revenues generated from a certain tax increment district in the City.

Section 6.02 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 VII
DEFAULT AND REMEDIES

Section 7.01 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 7.02 **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 7.03 **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 VIII
AMENDMENTS

Section 8.01 **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 Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine.

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 8.02 **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 IX
DEFEASANCE

Section 9.01 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 Paying 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 Paying 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 Paying 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 Paying 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 X
MISCELLANEOUS PROVISIONS

Section 10.01 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 10.02 **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 10.03 **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 10.04 **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 July 15, 2008.

_____
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 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 July 15, 2008, 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.

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

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale two series of general obligation temporary notes totaling $104,170,000 (Series 224 and 225) and two series of general obligation bonds (Series 794 and 794A) in an amount not to exceed $14,020,000 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 224 and 225 Improvement and Renewal Notes will be used to provide interim financing for City-at-large, improvement district projects and improvements related to the Water Walk and the Douglas and Hillside Tax Increment Financing District. Due to the nature of the improvements for the Water Walk project and the Douglas and Hillside Tax Increment Financing District, the Series 225 Renewal Notes are taxable under Federal law. The proceeds from the sale of the Series 794 and 794A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts.

Sealed bids will be accepted electronically through Ipreo/***PARITY*** Electronic Bid Submission System until 10:00 a.m. CST in the Finance Conference Room, at which time the bids will be publicly opened. 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 224 and 225 Temporary Notes will mature February 19, 2009, and will be retired using cash, the proceeds of both permanent financing bonds and renewal notes issued at that time. The Series 794 Bonds will mature serially over fifteen years and will be paid from special assessments that are levied against benefited property. The Series 794A Bonds will mature serially over twenty years and will be paid from special assessments that are levied against benefited property. The Series 794 Bonds will be callable in 2015 and the Series 794A Bonds will be callable in 2018 with a 1% call premium, in accordance with the City's debt management policy.

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) direct the opening and reading of the bids; (2) award the sale of the Bonds and Temporary Notes; and (3) 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

Agenda Item No. 8

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: 2009 Proposed Operating Budget

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Receive and file the 2009 City Manager's Proposed operating budget.

Background: The City Council has received the City Manager's Proposed 2009/2010 Budget (including tax increment financing districts). The Council is receiving public comment at its weekly Council meetings.

Analysis: The proposed 2009 annual operating budget is $494,529,994, which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers. The 2009 Proposed Budget would require a mill levy of 31.979 mills – equal to the rate levied in 2008, and projected to remain unchanged for the fifteenth consecutive year. The 2009 General Fund budget is balanced, with an ending balance projected to be within City Council policy of 10 percent of expenditures.

The 2009 Proposed budget has been developed with feedback from the City Council on a set of key issues. This policy issue discussion has been invaluable, as staff craft a budget that reflects the priorities and direction of the City Council. The 2009 Budget includes the following highlights.

- To provide to a safe community, the 2009 Proposed Budget funds all current public safety positions, and includes 14 new firefighter positions (previously approved by City Council) to complete staffing at three new stations. In addition, the Police Department budget includes an additional $.9 million to offset rising fleet and gasoline prices, to ensure continued neighborhood patrols.

- To enhance coordination in economic development activities, the 2009 Proposed Budget consolidates the former Economic Development Office, Property Management and the Development Assistance Coordinator into the new Office of Urban Development. This also includes the consolidation of the Property Management Fund into the Economic Development Fund.

- To maintain Transit services in spite of rising fuel prices, a total of $4,155,080 is transferred from the General Fund in 2009, including an additional $400,000 for fuel and a $180,000 increase in contractual payments for para-transit service providers.

- To enhanced maintenance, an additional $3 million for street and building maintenance in 2009, funded by a shift of one mill from the Debt Service Fund to the General Fund. Beginning in 2010, the shift of one half mill has been proposed.

- To ensure a future supply of clean, safe water, rate increases of up to 8 percent annually are proposed beginning in 2009. Even with these rate increases, water in Wichita will remain a bargain compared to other cities in the US.

- To continue public transportation services, an additional $580,000 is allocated to provide additional contracted ADA paratransit rides by local providers.

- To support the recommendations the Task Force on Ending Chronic Homelessness, the 2009 Proposed budget includes $251,368 in grant fund and General Fund support.

- To enhance the delivery of services to lower income residents and neighborhoods, the 2009 Proposed Budget re-aligns the Career Development Office within the Department of Housing and Community Services.

Financial Considerations: The proposed operating budget does not include a mill levy increase as presented, based on the budgeted taxes to be levied and the estimated assessed valuation provided by the Sedgwick County Clerk's Office.

Goal Impact: The City Budget serves as the strategic management guide for allocating resources to each of the five goal areas.

Legal Considerations: As required by law, City of Wichita must hold two public hearings on the budget. One public hearing is required to formally adopt the budget. This must be held at least 10 days prior to August 25; it is scheduled for August 12, 2008. A second public hearing is required to publish notice of the 2009 Proposed Budget, including notice of the maximum amount of taxes to be levied. This public hearing must be at least 10 days prior to the date of budget adoption (August 12th); it is scheduled for July 22, 2008.

Recommendation: It is recommended that the City Council receive the 2009 City Manager's Proposed Operating Budget and receive public comment.

City of Wichita
City Council Meeting
July 15, 2008

TO: Wichita Airport Authority

SUBJECT: Tenant Facility Improvements
1801 Airport Road Door Modifications
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project and the budget.

Background: The Federal Aviation Administration (FAA) currently leases the facility located at 1801 Airport Road. The FAA is desirous of making improvements to the facility. The project is included in the 2008-2016 Capital Improvements Program (CIP).

Analysis: Airport staff has studied the current needs of the building as required under the lease agreement and has determined that improvements to this facility of an entrance modification to meet ADA standards is appropriate.

Financial Considerations: Richard B. Kraybill, Architect was selected through an informal qualification process by three Airport staff members. His cost for consultant services was $5,500.00 and approved by the City Manager through the Airport Engineering Operating budget and will be transferred to this project. The project cost of $50,000.00 will be funded with General Obligation Bonds paid for with airport revenue. The FAA will reimburse costs under a reimbursable agreement.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through accommodating tenants in allowing improvements to be made which will enhance the usefulness and marketability of WAA-owned facilities.

Legal Considerations: The consultant services contract was approved as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project and authorize the necessary signatures.

Attachments: None.

CHANGE ORDER # 2

FAA PROJECT # 3-20-0088-53

CHANGE ORDER
No. 2 .

Dated 04 June 2008 .

Owner's Project No. FAA AIP No. 3-20-0088-53 City of Wichita No. 456-375

Project: Rehabilitation of Asphalt Shoulders and Blast Pads on Runways 1L-19R and 1R-19L, and Asphalt Shoulders on Taxiway D (south 3300 LF)

Owner: The Wichita Airport Authority

Contractor: Vance Brothers, Inc. Contract Date: 20 March 2007

Contract For: Surfacing work includes crack repair and crack sealing, and sealing of the asphalt shoulders and blast pads on Runways 1L-19R and 1R-19L, and the south 3300 LF of asphalt shoulders on Taxiway D at Wichita Mid-Continent Airport with a latex modified asphalt emulsion slurry, except that blast pads on Runway 1R-19L will be milled and overlayed. Painting runway blast pad markings, and taxiway and runway edge of pavement markings as may be damaged during the shoulder sealing process.

To: Vance Brothers, Inc., Contractor
You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

_____ Date: _____
Carl Brewer, President

Gary E Rebenstorf Date: _____
Gary Rebenstorf, Director of Law
Approved as to form

_____ Date: _____
Attest

Nature of Change:

- Contractor to provide and additional aircraft crossing on Runway 1R-19L at either Taxiways A8/M6 or Taxiways A7/M5 and to maintain aircraft traffic across the runway at this intersection.

RECEIVED
JUN 20 2008

CHANGE ORDER # 2

FAA PROJECT # 3-20-0088-53

The changes result in the following adjustment of Contract Price and Contract Time:

Total Contract Price Prior to This Change Order	$ 695,072.06
Total Net Increase Resulting from This Change Order	$ 3,080.00
Current Total Contract Price Including This Change Order	$ 698,152.06

Phase I (RW 1L-19R) Contract Time Prior to This Change Order	45	Calendar Days
Phase I (RW 1L-19R) Net Increase Resulting From This Change Order	0	Calendar Days
Phase I (RW 1L-19R) Current Contract Time Including This Change Order	45	Calendar Days
Phase II (RW 19L-1R) Contract Time Prior to This Change Order	45	Calendar Days
Phase II (RW 19L-1R) Net Increase Resulting From This Change Order	0	Calendar Days
Phase II (RW 19L-1R) Current Contract Time Including This Change Order	45	Calendar Days
Blast Pad Painting (non-consecutive days) Prior to This Change Order	4	Calendar Days
Blast Pad Painting Net Increase Resulting From This Change Order	0	Calendar Days
Blast Pad Painting Current Contract Time Including This Change Order	4	Calendar Days

The Above Changes Are Approved: Professional Engineering Consultants, P.A.

By: [signature]

Date: 19 JUNE 2008

The Above Changes Are Accepted: Vance Brothers, Inc

Contractor

By: X [signature]

Date: 6-12-08

CHANGE ORDER # 2

FAA PROJECT # 3-20-0088-53

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: The Owner requested to add an additional aircraft crossing on Runway 1R-19L at either Taxiways A8/M6 or Taxiways A7/M5 and to maintain aircraft traffic across the runway at this intersection in addition to the Taxiway B intersection.

A new contract item was created for this change:

#15	**Additional Runway 1R-19L Crossing**	**1 Lump Sum**	**$ 3,080.00**

There are no changes in contract time due to this change order.

City of Wichita
City Council Meeting
July 15, 2008

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Runway Shoulder and Blast Pad Rehabilitation
Change Order No. 2

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 20, 2007, the Wichita Airport Authority approved a contract with Vance Brothers for rehabilitation of Runway 1L-19R, 1R-19L and the south 3000' of Taxiway D shoulders and blast pads.

Analysis: The work has been completed in it entirety, and a change order has been prepared to accommodate an additional aircraft crossing on Runway 1R-19L that was necessary during construction to accommodate a tenant.

Financial Considerations: The amount of Change Order No. 2 of $3,080.00 is an addition to the contract already adjusted in Change Order No. 1 for final quantities. The new final contract amount of $695,072.06 represents an overall reduction of approximately three percent from the original contract of $720,502.70. The existing budget covers all expenses.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining airfield pavements to serve the aviation community.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Five original signature copies and 12 distribution copies of the change order.

Statements of Cost:

WATER

a. Improving Water Distribution System to serve West Ridge Commercial Addition (south of 29th Street North, east of 119th Street West). Total Cost - $37,580.20 (plus idle fund interest - $686.10, plus temporary note interest - $933.70). Financing to be issued at this time - $39,200.00. (735175/448-89546/470-845).

b. Improving Water Distribution System to serve Rivendale Addition (north of 55th Street South, west of Hydraulic). Total Cost - $97,372.53 (plus idle fund interest - $2,172.27, plus temporary note interest - $2,655.20). Financing to be issued at this time - $102,200.00. (735352/448-89889/470-025).

c. Improving Water Distribution System to serve Turkey Creek 2nd Addition (north of Pawnee, west of 119th Street West). Total Cost - $67,754.89 (plus idle fund interest - $1,365.25, plus temporary note interest - $1,779.86). Financing to be issued at this time - $70,900.00. (735351/448-89959/470-024).

d. Improving Water Distribution System to serve Hampton Square Addition (north of 37th Street North, west of Maize). Total Cost - $38,404.77 (plus idle fund interest - $1,595.23, plus temporary note interest - $0). Financing to be issued at this time - $40,000.00. (735370/448-89964/470-043).

e. Improving Water Distribution System to serve Prairie Pointe and Prairie Pointe 2nd Additions (north of 37th Street North, west of Maize). Total Cost - $68,298.71 (plus idle fund interest - $1,996.51, plus temporary note interest - $1,604.78). Financing to be issued at this time - $71,900.00. (735353/448-89974/470-026).

f. Improving Water Distribution System to serve Shady Ridge Addition (south of Central, east of Ridge). Total Cost - $29,332.76 (plus idle fund interest - $1,067.24, plus temporary note interest - $0). Financing to be issued at this time - $30,400.00. (735381/448-89979/470-054).

g. Improving Water Distribution System to serve The Waterfront 4th Addition (north of 13th Street North, east of Webb). Total Cost - $25,290.39 (plus idle fund interest - $1,009.61, plus temporary note interest - $0). Financing to be issued at this time - $26,300.00. (735374/448-90020/470-047).

h. Improving Water Distribution System to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside). Total Cost - $59,307.97 (plus idle fund interest - $2,092.03, plus temporary note interest - $0). Financing to be issued at this time - $61,400.00. (735385/448-90107/470-058).

i. Improving Water Distribution System to serve Lillie 2nd Addition (south of Maple, west of Maize). Total Cost - $59,408.36 (plus idle fund interest - $1,074.40, plus temporary note interest - $1,517.24). Financing to be issued at this time - $62,000.00. (735343/448-90116/470-016).

j. Improving Water Distribution System to serve Blackstone Addition (north of 13th Street North, east of 151st Street West). Total Cost - $63,917.71 (plus idle fund interest - $1,048.33, plus temporary note interest - $1,633.96). Financing to be issued at this time - $66,600.00. (735372/448-90184/470-045).

k. Improving Water Distribution System to serve Rainbow Lakes West Addition (south of Central, east of 119th Street West). Total Cost - $92,701.77 (plus idle fund interest - $1,934.51, plus temporary note interest - $2,463.72). Financing to be issued at this time - $97,100.00. (735320/448-90195/470-991).

l. Improving Water Distribution System to serve Bellechase Addition (north of Harry, east of 127th Street East). Total Cost - $88,279.74 (plus idle fund interest - $2,176.88, plus temporary note interest - $3,043.38). Financing to be issued at this time - $93,500.00. (735335/448-90205/470-008).

m. Improving Water Distribution System to serve South Broadway Gardens Addition (Mead Street from 55th to 57th Street South and 57th from Mead to Washington). Total Cost - $94,750.46 (plus idle fund interest - $3,357.48, plus temporary note interest - $992.06). Financing to be issued at this time - $99,100.00. (735332/448-90222/470-005).

n. Improving Water Distribution System to serve Avalon Park 3rd and Avalon Park 4th Additions (north of 37th Street North, east of Tyler). Total Cost - $83,276.64 (plus idle fund interest - $1,843.50, plus temporary note interest - $1,779.86). Financing to be issued at this time - $86,900.00. (735367/448-90225/470-040).

o. Improving Water Distribution System to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). Total Cost - $155,283.29 (plus idle fund interest - $3,102.63, plus temporary note interest - $4,114.08). Financing to be issued at this time - $162,500.00. (735345/448-90230/470-018).

p. Improving Water Distribution System to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). Total Cost - $58,964.30 (plus idle fund interest - $1,439.38, plus temporary note interest - $1,196.32). Financing to be issued at this time - $61,600.00. (735346/448-90231/470-019).

q. Improving Water Distribution System to serve South Broadway Gardens Addition (east of Broadway, south of 55th Street South). Total Cost - $14,473.74 (plus idle fund interest - $626.26, plus temporary note interest - $0). Financing to be issued at this time - $15,100.00. (735337/448-90235/470-010).

r. Improving Water Distribution System to serve Silverton Addition (north of 13th Street North, west of 135th Street West). Total Cost - $117,757.27 (plus idle fund interest - $1,633.17, plus temporary note interest - $3,209.56). Financing to be issued at this time - $122,600.00. (735366/448-90238/470-039).

s. Improving Water Distribution System to serve Northgate Addition (north of 53rd Street North, west of Meridian). Total Cost - $124,660.60 (plus idle fund interest - $2,996.40, plus temporary note interest - $3,443.00). Financing to be issued at this time - $131,100.00. (735349/448-90242/470-022).

t. Improving Water Distribution System to serve Fox Ridge Addition (north of 29th Street North, east of Maize). Total Cost - $43,959.01 (plus idle fund interest - $1,044.67, plus temporary note interest - $1,196.32). Financing to be issued at this time - $46,200.00. (735339/448-90247/470-012).

u. Improving Water Distribution System to serve Brentwood South Addition (north of Pawnee, east of Webb). Total Cost - $60,281.98 (plus idle fund interest - $1,184.06, plus temporary note interest - $1,633.96). Financing to be issued at this time - $63,100.00. (735342/448-90252/470-015).

v. Improving Water Distribution System to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler). Total Cost - $59,096.97 (plus idle fund interest - $2,203.03, plus temporary note interest - $0). Financing to be issued at this time - $61,300.00. (735384/448-90271/470-057).

w. Improving Water Distribution System to serve Pier 37 Addition (south of 37th Street North, west of Ridge). Total Cost - $125,554.05 (plus idle fund interest - $2,689.91, plus temporary note interest - $3,456.04). Financing to be issued at this time - $131,700.00. (735350/448-90272/470-023).

x. Improving Water Distribution System to serve Willow Creek East Addition (south of Harry, east of Greenwich). Total Cost - $67,574.87 (plus idle fund interest - $1,145.27, plus temporary note interest - $1,779.86). Financing to be issued at this time - $70,500.00. (735360/448-90282/470-033).

y. Improving Water Distribution System to serve Gray's 6th Addition (south of MacArthur, west of Hoover). Total Cost - $41,749.67 (plus idle fund interest - $712.37, plus temporary note interest - $1,137.96). Financing to be issued at this time - $43,600.00. (735371/448-90301/470-044).

z. Improving Water Distribution System to serve Fawn Grove at Sunset Lakes Addition (south of Kellogg, west of Greenwich). Total Cost - $37,284.80 (plus idle fund interest - $1,515.20, plus temporary note interest - $0). Financing to be issued at this time - $38,800.00. (735373/448-90306/470-046).

aa. Improving Water Distribution System to serve Maple Shade Addition (north of Pawnee, east of Webb). Total Cost - $31,555.90 (plus idle fund interest - $1,444.10, plus temporary note interest - $0). Financing to be issued at this time - $33,000.00. (735375/448-90318/470-048).

SEWER

bb. Constructing Lateral 41, District T, Sanitary Sewer No. 12 to serve Power CDC 3rd Addition (south of 29th Street North, east of Hydraulic). Total Cost - $65,086.89 (plus idle fund interest - $2,213.11, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $67,300.00. (744255/468-83627/480-944).

cc. Constructing North Sanitary Sewer Pump Station and Main 15, Sanitary Sewer 23 (along Meridian from south of 53rd Street North to 61st Street North). Total Cost - $2,976,735.94 (plus idle fund interest - $57,334.48, plus temporary note interest - $181,829.58). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $3,215,900.00. (744009/468-83682/480-697).

dd. Constructing Lateral 95, Main 1, Southwest Interceptor Sewer to serve Rivendale Addition (north of 55th Street South, west of Hydraulic). Total Cost - $302,480.11 (plus idle fund interest - $8,379.21, plus temporary note interest - $8,140.68). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $319,000.00. (744215/468-83715/480-903).

ee. Constructing Lateral 4, Main 7, Northwest Interceptor Sewer to serve Hampton Square Addition (north of 37th Street North, west of Maize). Total Cost - $50,065.01 (plus idle fund interest - $2,134.99, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $52,200.00. (744239/468-83826/480-927).

ff. Constructing Lateral 501, Southwest Interceptor Sewer to serve Shady Ridge Addition (south of Central, east of Ridge). Total Cost - $34,788.83 (plus idle fund interest - $1,311.17, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $36,100.00. (744248/468-83838/480-936).

gg. Constructing Main 4, Northwest Interceptor Sewer to serve Cheryl's Hollow, Liberty Park 2nd, Liberty Park 3rd, Copper Gate Estates, Copper Gate North Additions and unplatted tract "A" (along 135th Street West from Central to 21st). Total Cost - $3,055,991.41 (plus idle fund interest - $79,154.38, plus temporary note interest - $126,954.21). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $3,262,100.00. (744149/468-83889/480-837).

hh. Constructing Lateral 49, Main 24, War Industry Sewer to serve The Waterfront 4th Addition (north of 13th Street North, east of Webb). Total Cost - $39,899.60 (plus idle fund interest - $1,700.40, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $41,600.00. (744243/468-83919/480-931).

ii. Constructing Lift Station, Main 1, Boeing Sanitary Sewer to serve Clifton Cove Addition (south of 63rd Street South, west of Clifton). Total Cost - $551,919.04 (plus idle fund interest - $12,273.94, plus temporary note interest - $19,007.02). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $583,200.00. (744171/468-84022/480-859).

jj. Constructing Main 19 Four Mile Creek Sewer to serve Stonebridge Addition (south of 13th Street North, east of 143rd Street East). Total Cost - $1,069,926.02 (plus idle fund interest - $26,386.70, plus temporary note interest - $30,887.28). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $1,127,200.00. (744194/468-84127/480-882).

kk. Constructing Lateral 39, Main 1, Cowskin Interceptor Sewer to serve Rainbow Lakes West Addition (south of Central, east of 119th Street West). Total Cost - $188,193.60 (plus idle fund interest - $4,190.32, plus temporary note interest - $4,316.08). Sewer Main Benefit Fee - $13,700.00. Financing to be issued at this time - $210,400.00. (744180/468-84168/480-868).

ll. Constructing Main 20 Four Mile Creek Sewer to serve Monarch Landing Addition (south of 21st Street North, west of 159th Street East). Total Cost - $680,169.31 (plus idle fund interest - $13,914.69, plus temporary note interest - $21,116.00). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $715,200.00. (744195/468-84206/480-883).

mm. Constructing Lateral 26, Main 19, Southwest Interceptor Sewer to serve Avalon Park 3rd and Avalon Park 4th Additions (north of 37th Street North, east of Tyler). Total Cost - $287,692.35 (plus idle fund interest - $5,742.31, plus temporary note interest - $7,265.34). Sewer Main Benefit Fee - $28,000.00. Financing to be issued at this time - $328,700.00. (744237/468-84216/480-925).

nn. Constructing Lateral 12, Main 6, Cowskin Interceptor Sewer to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). Total Cost - $159,732.67 (plus idle fund interest - $3,136.53, plus temporary note interest - $4,230.80). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $167,100.00. (744209/468-84228/480-897).

oo. Constructing Lateral 10, Main 4, Northwest Interceptor Sewer to serve Silverton Addition (north of 13th Street North, west of 135th Street West). Total Cost - $331,995.74 (plus idle fund interest - $6,237.96, plus temporary note interest - $8,899.30). Sewer Main Benefit Fee - $24,267.00. Financing to be issued at this time - $371,400.00. (744233/468-84243/480-921).

pp. Constructing Lateral 2, Main 15, Sanitary Sewer No. 23 to serve Northgate Addition (north of 53rd Street North, west of Meridian). Total Cost - $340,605.68 (plus idle fund interest - $9,743.50, plus temporary note interest - $9,307.82). Sewer Main Benefit Fee - $46,043.00. Financing to be issued at this time - $405,700.00. (744213/468-84248/480-901).

qq. Constructing Lateral 518, Southwest Interceptor Sewer to serve Pier 37 Addition (south of 37th Street North, west of Ridge). Total Cost - $208,616.91 (plus idle fund interest - $4,708.67, plus temporary note interest - $5,950.42). Sewer Main Benefit Fee - $15,624.00. Financing to be issued at this time - $234,900.00. (744214/468-84303/480-902).

rr. Constructing Lateral 9, Main 15, Sanitary Sewer No. 23 to serve Johnson Commercial Centre Addition (south of 53rd Street North, west of Meridian). Total Cost - $78,194.73 (plus idle fund interest - $3,213.27, plus temporary note interest - $0). Sewer Main Benefit Fee - $15,192.00. Financing to be issued at this time - $96,600.00. (744231/468-84304/480-919).

ss. Constructing Lateral 43, Main 15, Southwest Interceptor Sewer to serve Mere Ridge Addition (east of Ridge, south of 29th Street North). Total Cost - $4,804.72 (plus idle fund interest - $295.28, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $5,100.00. (744221/468-84306/480-909).

tt. Constructing Lateral 519, Main Benefit Fee 1 to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian). Total Cost - $21,000.00 (plus idle fund interest - $0, plus temporary note interest - $0). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $21,000.00. (744283/468-84313/480-972).

uu. Constructing Lateral 15, Main 7, Northwest Interceptor Sewer to serve Wadley Ranch Addition in the city of Maize (south of 37th Street North, west of Maize). Total Cost - $23,929.56 (plus idle fund interest - $357.72, plus temporary note interest - $612.72). Sewer Main Benefit Fee - $11,000.00. Financing to be issued at this time - $35,900.00. (744227/468-84332/480-915).

vv. Constructing Lateral 404 Four Mile Creek Sewer to serve Willow Creek Estates Addition (south of Harry, east of Greenwich). Total Cost - $238,141.06 (plus idle fund interest - $4,465.00, plus temporary note interest - $5,893.94). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $248,500.00. (744228/468-84338/480-916).

ww. Constructing Lateral 14, Main 4, Northwest Interceptor Sewer to serve Cheryl's Hollow 2nd Addition (north of 13th Street North, west of 135th Street West). Total Cost - $154,357.71 (plus idle fund interest - $3,482.83, plus temporary note interest - $2,859.46). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $160,700.00. (744230/468-84343/480-918).

xx. Constructing Lateral 15, Main 4, Northwest Interceptor Sewer to serve Silverton Addition (north of 13th Street North, west of 135th Street West). Total Cost - $149,130.38 (plus idle fund interest - $3,308.52, plus temporary note interest - $3,297.10). Sewer Main Benefit Fee - $8,464.00. Financing to be issued at this time - $164,200.00. (744234/468-84345/480-922).

yy. Constructing Lateral 523, Southwest Interceptor Sewer to serve Gray's 6th Addition (south of MacArthur, west of Hoover). Total Cost - $35,265.92 (plus idle fund interest - $614.38, plus temporary note interest - $933.70). Sewer Main Benefit Fee - $5,286.00. Financing to be issued at this time - $42,100.00. (744240/468-84360/480-928).

zz. Constructing Lateral 406 Four Mile Creek Sewer to serve Fawn Grove at Sunset Lakes Addition (south of Kellogg, west of Greenwich). Total Cost - $82,225.43 (plus idle fund interest - $2,995.23, plus temporary note interest - $379.34). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $85,600.00. (744242/468-84383/480-930).

aaa. Constructing Lateral 407 Four Mile Creek Sewer to serve Maple Shade Addition (north of Pawnee, east of Webb). Total Cost - $38,873.37 (plus idle fund interest - $1,130.63, plus temporary note interest - $496.00). Sewer Main Benefit Fee - $0. Financing to be issued at this time - $40,500.00. (744244/468-84391/480-932).

STORM WATER SEWER AND STORM WATER DRAIN

bbb. Constructing Storm Water Drain No. 254 to serve North Ridge Addition (north of 37th Street North, west of Ridge). Total Cost - $223,357.44 (plus idle fund interest - $4,906.73, plus temporary note interest - $12,335.83). Financing to be issued at this time - $240,600.00. (751403/468-83978/485-294).

ccc. Constructing Storm Water Drain No. 255 to serve North Ridge Addition (north of 37th Street North, west of Ridge). Total Cost - $130,263.34 (plus idle fund interest - $2,715.28, plus temporary note interest - $7,121.38). Financing to be issued at this time - $140,100.00. (751408/468-83979/485-299).

ddd. Constructing Storm Water Drain No. 290 to serve Fox Ridge Addition (north of 29th Street North, east of Maize). Total Cost - $511,474.17 (plus idle fund interest - $10,966.29 plus temporary note interest - $13,859.54). Financing to be issued at this time - $536,300.00. (751431/468-84151/485-322).

eee. Constructing Storm Water Sewer No. 621 to serve Pawnee Mesa Addition (north of Pawnee, east of 119th Street West). Total Cost - $103,476.37 (plus idle fund interest - $4,923.63, plus temporary note interest - $0). Financing to be issued at this time - $108,400.00. (751419/468-84152/485-310).

fff. Constructing Storm Water Drain No. 298 to serve Lillie 2nd Addition (south of Maple, west of Maize). Total Cost - $176,869.85 (plus idle fund interest - $4,045.77, plus temporary note interest - $2,684.38). Financing to be issued at this time - $183,600.00. (751432/468-84208/485-323).

ggg. Constructing Storm Water Drain No. 301 to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). Total Cost - $157,253.34 (plus idle fund interest - $5,559.43, plus temporary note interest - $3,087.23). Financing to be issued at this time - $165,900.00. (751434/468-84230/485-325).

hhh. Constructing Storm Water Drain No. 307 to serve Northgate Addition (north of 53rd Street North, west of Meridian). Total Cost - $486,791.95 (plus idle fund interest - $6,705.19, plus temporary note interest - $18,002.86). Financing to be issued at this time - $511,500.00. (751445/468-84253/485-336).

iii. Constructing Storm Water Drain No. 308 to serve Northgate Addition (north of 53rd Street North, west of Meridian). Total Cost - $891,862.70 (plus idle fund interest - $28,887.06, plus temporary note interest - $11,350.24). Financing to be issued at this time - $932,100.00. (751437/468-84254/485-328).

jjj. Constructing Storm Water Drain No. 316 to serve Johnson Commercial Centre Addition (south of 53rd Street North, west of Meridian). Total Cost - $140,011.95 (plus idle fund interest - $4,588.05, plus temporary note interest - $0). Financing to be issued at this time - $144,600.00. (751449/468-84305/485-340).

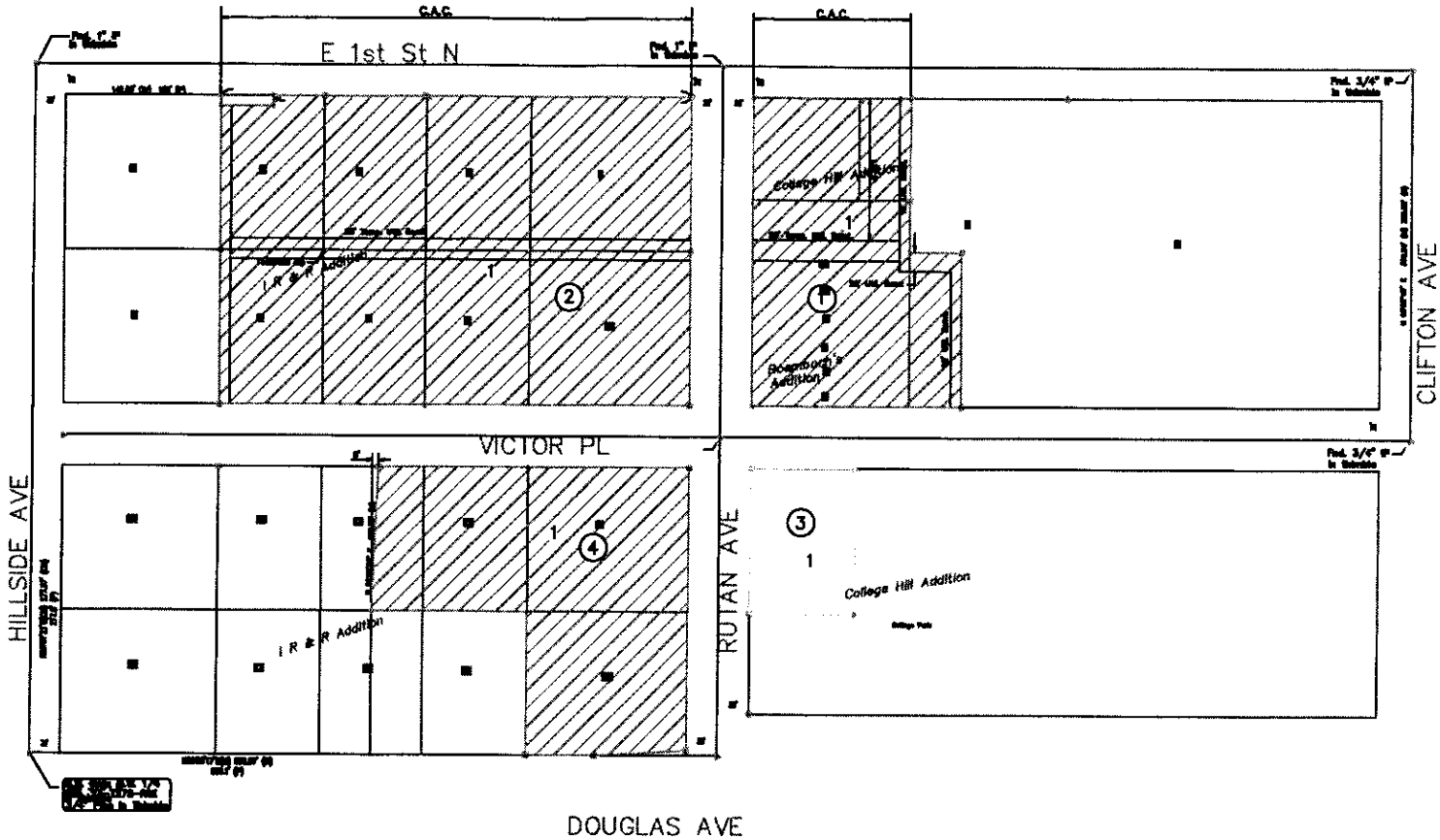
kkk. Constructing Storm Water Drain No. 318 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East). Total Cost - $325,528.29 (plus idle fund interest - $8,548.27, plus temporary note interest - $6,623.44). Financing to be issued at this time - $340,700.00. (751439/468-84323/485-330).

lll. Constructing Storm Water Sewer No. 630 to serve EC and LR Coles Addition to Carey Park (north of 29th Street North, west of Arkansas). Total Cost - $81,021.52 (plus idle fund interest - $3,007.40, plus temporary note interest - $671.08). Financing to be issued at this time - $84,700.00. (751446/468-84335/485-337).

mmm. Constructing Storm Water Drain No. 326 to serve Edgewater Addition (north of K-96, west of Hoover). Total Cost - $1,338,627.75 (plus idle fund interest - $46,442.23, plus temporary note interest - $2,130.02). Financing to be issued at this time - $1,387,200.00. (751451/468-84353/485-342).

nnn. Constructing Storm Water Sewer No. 633 to serve Reed Commercial Addition (south of 21st Street North, east of 127th Street East). Total Cost - $22,883.29 (plus idle fund interest - $716.71, plus temporary note interest - $0). Financing to be issued at this time - $23,600.00. (751455/468-84399/485-346).

PARKSTONE ADDITION



PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

3284

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

June 11, 2008

CHANGE ORDER

To: WB Carter Construction Co., Inc.

Change Order No.: 2
Purchase Order No.: 701269
CHARGE TO OCA No.: 744247

Project: WDS tied with Relocate part of Distr. B, SS #12, Parkstone Addition
Project No: 448-90303 & 468-84376
OCA No.: 735380 & 744247
PPN: 470053 & 480935

Please perform the following extra work at a cost not to exceed $47,944.40

Abandon the existing sanitary sewer line and provide traffic control until sanitary sewer work is complete.

ADD:

Manhole Removal	2 ea. @ $4,800.00 / ea. =	$9,600.00
Sand Fill 8" Sewer Pipe	1,400 lf. @ $7.00 / lf. =	$9,800.00
Remove MH Tops (4-5 ft.) Sand Fill	5 ea. @ $2,600.00 / ea. =	$13,000.00
Install Sewer Service @ 3321 E. 1st	1 ea. @ 9,600.00 / ea/ =	$9,600.00
Traffic Control	1 LS @ $5,944.40 / LS =	$5,944.40
	Total =	$47,944.40

CIP Budget Amount: $185,000.00 (735380)
$345,000.00 (744247)
Consultant: Poe & Associates
Total Exp. & Encum. To Date: $273,850.70 (744247)
CO Amount: $47,944.40
Unencum. Bal. After CO: $23,204.90 (744247)

Original Contract Amt.: $366,131.00

Current CO Amt.: $47,944.40
Amt. of Previous CO's: $2,010.00
Total of All CO's: $49,954.40
of Orig. Contract / 25% Max.: 13.64%
Adjusted Contract Amt.: $416,085.40

Recommended By:

Lawrence Schaller, P.E. — Date 6/20/08
Construction Engineer

Approved:

Jim Armour, P.E. — Date 6.26.08
City Engineer

Approved:

Contractor — Date 6-17-08

Approved:

Chris Carrier, P.E. — Date 6.27.08
Director of Public Works

Approved as to Form:

Gary Rebenstorf — Date 6/24/08
Director of Law

By Order of the City Council:

Carl Brewer — Date
Mayor

Attest:
City Clerk

SANITARY SEWER PETITION
(6-11-08)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lot 1, Block 1, Lot 1, Block 2 and Lot 1, Block 4, Parkstone Addition, Wichita, Sedgwick County, Kansas;

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

(b) That the estimated and probable cost of the foregoing improvements is **THREE HUNDRED FORTY FIVE THOUSAND DOLLARS ($345,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after **August 1, 2008**.

(north of Douglas, east of Hillside)
468-84376

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, shall be on a Fractional basis:

Lot 1, Block 1, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 528/1000 of the total cost of the improvement.

Lot 1, Block 2, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 214/1000 of the total cost of the improvement.

Lot 1, Block 4, Parkstone Addition, Wichita, Sedgwick County, Kansas; shall pay 258/1000 of the total cost of the improvement.

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:

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

   (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block 1, Lot 1, Block 2, Lot 1, Block 3 and Lot 1, Block 4, Parkstone Addition, Wichita, Sedgwick County, Kansas;		

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	6/11/2008	Sanitary Sewer for Parkstone Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$345,000		$345,000
Sidewalk				
Water				
Other				
Totals		$345,000		$345,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Relocate Dist B, SS 12

468-84376

13. Recommendation: Approve the petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
Jan Aumann	Cath M. Co.	Cathrine A Gill 7/1/2008	
		Date	Date

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order and Petition for Sanitary Sewer in Parkstone Addition (north of Douglas, east of Hillside) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order and new Petition.

Background: On November 11, 2007, the City Council approved a construction contract with W.B. Carter Construction Co. for a sanitary sewer in Parkstone Addition. After the work began it was determined that an old sanitary sewer line needs to be abandoned. The Developer has submitted a Petition to increase the project budget for the cost of the additional work. Parkstone Addition has been approved for Tax Increment Financing (TIF) to develop a residential/commercial area. Under the terms of the TIF agreement, the City is the current owner of the property in the improvement district. Title will be transferred to the development company when they begin their construction.

Analysis: A Change Order has been prepared for the cost of the additional work.

Financial Considerations: The total cost of the additional work is $47,944 with the total paid by Special Assessments. The original contract amount is $366,131. This Change Order plus a previous change order represents 13.64% of the original contract amount. The original Petition budget is $285,000. The new Petition budget is $345,000.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements for new development.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order, CIP Sheet, Petition, Resolution and Map.

PUBLIC WORKS-ENGINEERING

June 11, 2008

CHANGE ORDER

To: WB Carter Construction Co., Inc

Change Order No.: 2
Purchase Order No.: 701269
CHARGE TO OCA No.: 744247

Project: WDS tied with Relocate part of Distri. B, SS #12, Parkstone Addition
Project No.: 448-90303 & 468-84376
OCA No.: 735380 & 744247
PPN: 470053 & 480935

Please perform the following extra work at a cost not to exceed $47,944.40

Abandon the existing sanitary sewer line and provide traffic control until sanitary sewer work is complete.

ADD:

Manhole Removal	2ea. @ $4,800.00/ea.=	$9,600.00
Sand Fill 8" Sewer Pipe	1,400 lf. @ $7.00 / lf =	$9,800.00
Remove MH Tops (4-5ft.) Sand Fill	5 ea. @ $2,600.00 / ea/=	$13,000.00
Install Sewer Service @ 3321 E. 1st	1 ea. @ 9,600.00/ ea/=	$9,600.00
Traffic Control	1 LS @ $5,944.40/ LS =	$5,944.40
	Total=	$47,944.40

CIP Budget Amount: $185,000.00 (735380)
$345,000.00 (744247)
Consultant: Poe & Associates
Total Exp. & Encum. To Date: $0.00 (744247)
CO Amount: $2,010.00

Unencum. Bal. After CO: $0.00 (744247)

Original Contract Amt.: $366,131.00

Current CO Amt.: $47,944.40
Amt. of Previous CO's: $2,100.00
Total of All CO's: $49,954.40
% of Orig. Contract / 25% Max.: 13.64%

Adjusted Contract Amt.: $416,085.40

Recommended By:

Lawrence Schaller, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:
City Clerk

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **RELOCATION OF PART OF DISTRICT B, SANITARY SEWER NO. 12 (NORTH OF DOUGLAS, EAST OF HILLSIDE) 468-84376** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **RELOCATION OF PART OF DISTRICT B, SANITARY SEWER NO. 12 (NORTH OF DOUGLAS, EAST OF HILLSIDE) 468-84376** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-408** adopted on **July 17, 2007,** Resolution **No. 07-590** adopted on **October 23, 2007** and Resolution **No. 08-165** adopted on **March 25, 2008** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **relocation of part of District B, Sanitary Sewer No. 12 (north of Douglas, east of Hillside) 468-84376.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Three Hundred Forty-Five Thousand Dollars ($345,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2008,** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARKSTONE ADDITION

Lot 1, Block 1
Lot 1, Block 2
Lot 1, Block 4

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable; plus the benefit fee, shall be on a fractional basis: Lot 1, Block 1, PARKSTONE ADDITION shall pay 528/1000 of the total cost of the improvement; Lot 1, Block 2, PARKSTONE ADDITION shall pay 214/1000 of the total cost of the improvement; Lot 1, Block 4, PARKSTONE ADDITION shall pay 258/1000 of the total cost of the improvement.

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

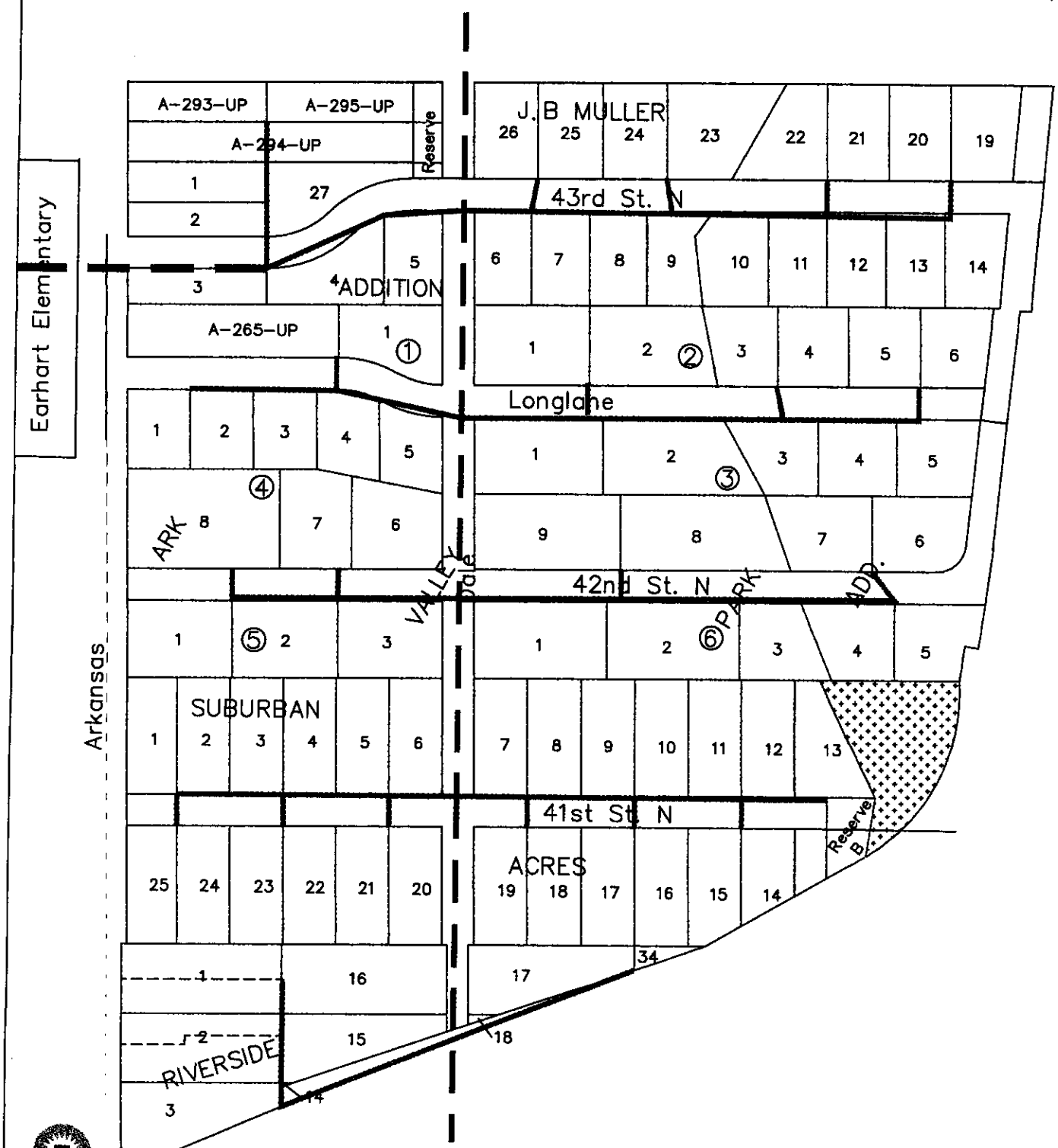
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED SEWER



Earhart Lateral & Main

neighborhood laterals

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	6/20/2008	Sanitary Sewer for Earhart School

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$121,634	$2,000,000	$2,121,634
Sidewalk				
Water				
Other				
Totals		$121,634	$2,000,000	$2,121,634
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

* Sanitary Sewer Utility

Lateral 2 Main 16 SS 23 & Main 16

468-83876

13. Recommendation: Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 7/1/2008	Date

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Main 16, Sanitary Sewer No. 23 (north of 37th St. North, east of Arkansas Avenue) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order and budget revision.

Background: On November 20, 2007, the City Council approved a contract with Dondlinger & Sons Construction Co. to construct a sanitary sewer main north of 37th St. North near Arkansas Avenue. A part of the work is to cross under the Chisholm Creek Drainage Canal. Three attempts to directional drill a gravity pipeline under the canal failed due to unforeseen soil conditions and the extraordinary length of the crossing. As a result, it will be necessary to install an inverted siphon under the canal.

Analysis: A Change Order has been prepared for the cost of the additional work. A budget increase is needed for the additional project cost.

Financial Considerations: The total cost of the additional work is $137,760 with the total paid by the Sanitary Sewer Utility. The original contract amount is $2,060,054. This Change Order represents 6.69% of the original contract amount. The existing budget is $1,921,634 with $121,634 assessed to the improvement district and the balance paid by the Sanitary Sewer Utility. The new budget totals $2,121,634 with $121,634 paid by special assessments and the balance paid by the Sewer Utility.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer service to an area of north Wichita currently served by private septic tank systems.

Legal Considerations: The Law Department has approved the Change Order and amending Resolution as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order, approve the revised project budget, adopt the Resolution and authorize the necessary signatures.

Attachments: Change Order, Map, CIP Sheet, Resolution

PUBLIC WORKS-ENGINEERING

June 19, 2008

CHANGE ORDER

To: Dondlinger & Sons Construction Co., Inc.

Project: Lateral 1, Main 16, SS #23 **TIED W/** Lateral 2, Main 16, SS #23 & Main 16 to serve Earhart Elementary School in Edwards Gardens Addition

Change Order No.: 1
Purchase Order No.: 701294
CHARGE TO OCA No.: 744088

Project No.: 468-84149 / 468-83876
OCA No.: 744172 / 744088
PPN: 480860 / 480776

Please perform the following extra work at a cost not to exceed $137,760.00

Due to unforeseen conditions in the Chisholm Creek Drainage Canal, the plan to directional drill a gravity sewer line on Line 1, between Sta 10+11 to Sta 16+61 has failed three times. Contractor will install two 8" sewer pipes for an inverted siphon under the canal.

ADD

Double 8" siphon	1.0	LS	@	137,760.00	=	137,760.00

CIP Budget Amount: $ 836,500.00 (744172); $2,100,000.00 (744088)	Original Contract Amt.: $2,060,054.20
Consultant: R&B	Current CO Amt.: $137,760.00
Total Exp. & Encum. To Date: $1,761,256.35 (744088)	**Amt. of Previous CO's: $0.00**
CO Amount: $137,760.00	**Total of All CO's: $137,760.00**
	% of Orig. Contract / 25% Max.: 6.69%
Unencum. Bal. After CO: $200,983.65 (744088)	**Adjusted Contract Amt.: $2,197,814.20**

Recommended By:

Lawrence Schaller, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16 SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876,** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16, SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 04-462** adopted on **September 14, 2004,** Resolution **No. 06-396** adopted on **July 18, 2006** and Resolution **No. 07-653** adopted on **November 20, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 2, Main 16, Sanitary Sewer No. 23, and Main 16, Sanitary Sewer No. 23 (west of Arkansas, north of 41st Street North) 468-83876.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Million One Hundred Thousand Dollars ($2,100,000)** exclusive of the cost of interest on borrowed money, with **One Hundred Thousand Dollars ($100,000)** payable by the improvement district and the remaining balance paid by the City of Wichita Water and Sewer Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty-One Thousand Six Hundred Thirty-Four Dollars ($21,634).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDWARD'S GARDENS ADDITION
Lots 1-6 Inclusive, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 22c

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Kellogg-Rock Interchange (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On January 9, 2007, the City Council approved a construction contract with Wildcat Construction Company, Inc. to construct the Kellogg-Rock Interchange. A part of the work is the construction of two bridges for east and west bound traffic at Armour. Steel sheet piles are used to support the structures. The rock layer depth at the bridges is inconsistent, which requires the piles to be driven deeper than planned.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is $37,846 with the total paid by available project funds from a combination of Local Sales Tax and State Transportation Funds. The original contract amount is $47,525,160. This Change Order plus previous change orders represents 00.28% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic capacity and safety along a vital transportation corridor.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

June 17, 2008

CHANGE ORDER

To: Wildcat Construction Co., Inc.

Project: Kellogg/Rock (US-54, US-400) Mainline & Bridges from Governeour to Cypress, not including the Eastern Bridge

Change Order No.: 3
Purchase Order No.: 601882
CHARGE TO OCA No.: 702349

Project No.: 472-84457 (54-87K-8258-01)
OCA No.: 702349/624506/635681
PPN: 401363/696006/766732

Please perform the following extra work at a cost not to exceed <u>$ 37,845.90</u>

Overrun Items			
Steel Pile HP310X79 Bridge (700)	85.08 m @ $135.00	=	$11,485.80
Steel Pile HP310X79 Bridge (701)	85.44 m @ $135.00	=	$11,534.40
Total Overrun Items			$23,020.20
Extra Work Items			
Splice for Bridge (700)	34 ea @ $175.50	=	$ 5,967.00
Pile cut-off Bridge (700)	18.22 m @ $101.25	=	$ 1,844.78
Splice for Bridge (701)	34 ea @ $175.50	=	$ 5,967.00
Pile cut-off Bridge (701)	10.34 m @ $101.25	=	$ 1,046.93
Total Extra Work Items			$14,825.70
Total Adjustment for Change Order #3			$37,845.90

CIP Budget Amount: $48,000,000.00 (702349); $55,000.00 (724506); $550,000.00 (635681)
Original Contract Amt.: $47,525,159.90
Consultant: CF&S
Current CO Amt.: $37,845.90
Total Exp. & Encum. To Date: $47,085,023.62 (702349)
Amt. of Previous CO's: $94,137.00
CO Amount: $37,845.90
Total of All CO's: $131,982.90
Unencum. Bal. After CO: $877,130.48 (702349)
% of Orig. Contract / 25% Max.: 0.28%
Adjusted Contract Amt.: $47,657,142.80

Recommended By:

Michael Jacobs, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____

City Clerk

Agenda Item No. 22d

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. During the design process, it was anticipated that the existing drainage condition would not be altered by the construction of the elevated corridor. It has now been determined that adjacent properties east of the elevated corridor between 9th and 16th Streets are impacted by this drainage. A new drainage system is needed to prevent surface storm water runoff from percolating into the ground and destabilizing the subgrade beneath the WTA owned railroad tracks. This improvement will also divert storm water runoff away from adjacent properties between 9th and 16th Streets that have drainage issues. This work will partially remedy the issues until more extensive drainage improvements are made downstream. Adjacent property owners are making companion drainage improvements at their own expense.

Analysis: A Change Order has been prepared for the additional work.

Financial Considerations: The cost of the additional work is $535,276, with the total paid by available project funds. The original contract amount is $57,444,085. This Change Order plus previous Change Orders represents 3% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachment: Change Order.

PUBLIC WORKS-ENGINEERING

May 9, 2008

CHANGE ORDER

To: Dondlinger & Sons Construction Company, Inc.
Change Order No.: 8
Purchase Order No.: 500601
CHARGE TO OCA No.: 715235

Project: Central Corridor Railroad Grade Separation
Project No.: 87N-0160-01/472-84071
OCA No.: 715235/620431/636143
PPN: 242235/665551/775537

Please perform the following extra work at a cost not to exceed $17,450.51:

Install underground electrical conduit along the south side of Murdock to accommodate future KDOT fiber communication lines that will eventually extend from I-135 to Market Street. Work is to be performed in advance of new paving and in accordance with RFP No. 51. This work is fully funded by KDOT and reimbursable to the City.

The conduit installation consists of three 2" HDPE conduits @ 404.78 linear feet each, buried 3 to 4 feet deep between the south curb of Murdock and the south sidewalk, with two splice vaults.

ADD: New Line No. 0314, KDOT Fiber Conduit along Murdock, RFP No. 51	1.000 LS @ $17,450.51 =	$17,450.51
	Total Change Order No. 8 =	**$17,450.51**

CIP Budget Amount: $61,250,000.00 (715235), $235,000.00 (620431), $275,000.00 (636143)
Consultant: HNTB & TranSystems
Total Exp. & Encum. To Date: $58,353,921.09
CO Amount: $17,450.51
Unencum. Bal. After CO: $2,878,628.40

Original Contract Amt.: $57,444,084.60
Current CO Amt.: $17,450.51
Amt. of Previous CO's: $1,168,885.58
Total of All CO's: $1,186,336.09
% of Orig. Contract / 25% Max.: 2.07%
Adjusted Contract Amt.: $58,630,420.69

Recommended By:

_____ _____
Michael G. Jacobs, P.E. Date
Special Projects Engineer

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1331 North Green** and legally described as: Lot 23 and 25, Green Street, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38x34 feet in size. Vacant for at least five (5) years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood trim and framing members; and the 6x6 foot accessory structure is deteriorating.

(b) Street Address: 1331 North Green

(c) Owners:
Portia G. Carter
1102 24th Avenue South
Seattle, WA 98144

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1331 North Green

LEGAL DESCRIPTION: Lot 23 and 25, Green Street, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38x34 feet in size. Vacant for at least five (5) years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood trim and framing members; and the 6x6 foot accessory structure is deteriorating.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 23 AND 25, GREEN STREET, IN FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1331 NORTH GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 23 and 25, Green Street, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas, known as: 1331 North Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38x34 feet in size. Vacant for at least five (5) years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood trim and framing members; and the 6x6 foot accessory structure is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **927 N. Wabash** and legally described as: Lot 17 and 19, Wabash Avenue, in Moore's Addition to Sedgwick County, Kansas., is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24x47 feet in size. Vacant for at least 14 years, this structure has cracking concrete block basement walls; rotted and missing metal and wood lap siding; sagging and badly worn composition roof, with missing shingles; rotted wood trim and framing members, and the 20x10 foot accessory structure is deteriorating.

(b) Street Address: 927 N. Wabash

(d) Owners:
Ivan Ray
933 N. Wabash
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties:
State of Kansas SRS
230 E. William
Wichita, KS 67202

DATE: June 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 927 N. Wabash

LEGAL DESCRIPTION: Lot 17 and 19, Wabash Avenue, in Moore's Addition to Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x47 feet in size. Vacant for at least 14 years, this structure has cracking concrete block basement walls; rotted and missing metal and wood lap siding; sagging and badly worn composition roof, with missing shingles; rotted wood trim and framing members, and the 20x10 foot accessory structure is deteriorating.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 17 AND 19, WABASH AVENUE, IN MOORE'S ADDITION TO SEDGWICK COUNTY, KANSAS. KNOWN AS **927 N. WABASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 17 and 19, Wabash Avenue, in Moore's Addition to Sedgwick County, Kansas., known as: 927 N. Wabash, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24x47 feet in size. Vacant for at least 14 years, this structure has cracking concrete block basement walls; rotted and missing metal and wood lap siding; sagging and badly worn composition roof, with missing shingles; rotted wood trim and framing members, and the 20x10 foot accessory structure is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1009 N. Wabash** and legally described as: Lot 10 and 12, on Wabash Avenue in Deam's Addition to the City of Wichita, Sedgwick County, Kansas., is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 32x26 feet in size. Vacant for at least 5 years, this structure has cracking and shifting block basement walls; missing asbestos siding; sagging and badly worn composition roof; deteriorating front and rear porches, and the 25x34 foot concrete block accessory structure has a collapsing roof with a shifting foundation.

(b) Street Address: 1009 N. Wabash

(e) Owners:
Ivan Ray & Jennie V. Ray
933 N. Wabash
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties:
State of Kansas SRS
230 E. William
Wichita, KS 67202

DATE: April 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1009 N. Wabash

LEGAL DESCRIPTION: Lot 10 and 12, on Wabash Avenue in Deam's Addition to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x26 feet in size. Vacant for at least 5 years, this structure has cracking and shifting block basement walls; missing asbestos siding; sagging and badly worn composition roof; deteriorating front and rear porches, and the 25x34 foot concrete block accessory structure has a collapsing roof with a shifting foundation.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 10 AND 12, ON WABASH AVENUE IN DEAM'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **1009 N. WABASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 10 and 12, on Wabash Avenue in Deam's Addition to the City of Wichita, Sedgwick County, Kansas., known as: 1009 N. Wabash, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 32x26 feet in size. Vacant for at least 5 years, this structure has cracking and shifting block basement walls; missing asbestos siding; sagging and badly worn composition roof; deteriorating front and rear porches, and the 25x34 foot concrete block accessory structure has a collapsing roof with a shifting foundation.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1325 N. Lorraine** and legally described as: The South Half of Lot 27, and all of Lot 29, on Lorraine Avenue, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 36x22 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete basement walls; cracking brick siding; sagging and badly worn composition roof; and the front porch is deteriorating.

(b) Street Address: 1325 N. Lorraine

(f) Owners:
Evelyn Bush and Lewis Bush III
c/o Vera Williams
1317 N. Lorraine
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: June 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1325 North Lorraine

LEGAL DESCRIPTION: The South Half of Lot 27, and all of Lot 29, on Lorraine Avenue, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 36x22 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete basement walls; cracking brick siding; sagging and badly worn composition roof; and the front porch is deteriorating.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH HALF OF LOT 27, AND ALL OF LOT 29, ON LORRAINE AVENUE, IN FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1325 N. LORRAINE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The South Half of Lot 27, and all of Lot 29, on Lorraine Avenue, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas, known as: 1325 N. Lorraine, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 36x22 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete basement walls; cracking brick siding; sagging and badly worn composition roof; and the front porch is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 5

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1707 N. Minneapolis** and legally described as: Lots 39 and 41, Block 3, Kansas Addition to the City of Wichita, Sedgwick County, Kansas., is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 26x46 feet in size. Vacant for an unknown amount of time, this structure has missing composition shingles; dilapidated front porch; collapsing rear porch; rotted wood trim and framing members; and the 30x36 foot accessory structure is deteriorating.

(b) Street Address: 1707 N. Minneapolis

(g) Owners:
Robert Grant & Barbara Grant
1706 N. Minneapolis
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: June 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1707 N. Minneapolis

LEGAL DESCRIPTION: Lots 39 and 41, Block 3, Kansas Addition to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26x46 feet in size. Vacant for an unknown amount of time, this structure has missing composition shingles; dilapidated front porch; collapsing rear porch; rotted wood trim and framing members; and the 30x36 foot accessory structure is deteriorating.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 39 AND 41, BLOCK 3, KANSAS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **1707 N. MINNEAPOLIS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 39 and 41, Block 3, Kansas Addition to the City of Wichita, Sedgwick County, Kansas., known as: 1707 N. Minneapolis, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 26x46 feet in size. Vacant for an unknown amount of time, this structure has missing composition shingles; dilapidated front porch; collapsing rear porch; rotted wood trim and framing members; and the 30x36 foot accessory structure is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 5

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1719 N. Minneapolis** and legally described as: Lots 31 and 33, Block 3, Kansas Additon to the City of Wichita, Kansas, Sedgwick County, Kansas., is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 9, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 32x37 feet in size. Vacant for an unknown amount of time, this structure has a shifting, cracking and buckling concrete block foundation; rotted and missing siding; sagging and badly worn composition roof; and the windows and doors are deteriorating.

(b) Street Address: 1719 N. Minneapolis

(h) Owners:
Robert Grant
1706 N. Minneapolis
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(q) Mortgage Holder(s): None

(r) Interested Parties: None

DATE: June 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1719 N. Minneapolis

LEGAL DESCRIPTION: Lots 31 and 33, Block 3, Kansas Additon to the City of Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x37 feet in size. Vacant for an unknown amount of time, this structure has a shifting, cracking and buckling concrete block foundation; rotted and missing siding; sagging and badly worn composition roof; and the windows and doors are deteriorating.

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

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 31 AND 33, BLOCK 3, KANSAS ADDITON TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS. KNOWN AS **1719 N. MINNEAPOLIS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **15th day of July 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **9th day of September 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 31 and 33, Block 3, Kansas Additon to the City of Wichita, Kansas, Sedgwick County, Kansas., known as: 1719 N. Minneapolis, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 32x37 feet in size. Vacant for an unknown amount of time, this structure has a shifting, cracking and buckling concrete block foundation; rotted and missing siding; sagging and badly worn composition roof; and the windows and doors are deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **15th day of July 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Agenda Item No. 25

City of Wichita
City Council Meeting

July 15, 2008

TO: Mayor and City Council Members

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

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule the required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On April 7, 2008, the Board of Code Standards and Appeals conducted a hearing on the residential property listed below as item a. On May 5, 2008, the Board of Code Standards and Appeals conducted a hearing on the five properties listed below as items b. through f. The buildings on all six properties are considered dangerous and unsafe structures per State statutes and local ordinances, and are being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on all six properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to repair or remove these dangerous buildings.

Property Address	Council District
a. 1331 North Green	I
b. 927 North Wabash	I
c. 1009 North Wabash	I
d. 1325 North Lorraine	I
e. 1707 North Minneapolis	I
f. 1719 North Minneapolis	I

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: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule public hearings before the City Council on September 9, 2008 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, Summaries, and Resolutions.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Airtechnics, Inc., a Kansas corporation (the "Grantee"), all of its interest in the following goods and chattels, viz:

> All machinery, furnishings, fixtures and equipment and other personal property and ancillary equipment purchased with the proceeds of the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series I, 2001 (Airtechnics, Inc.) constituting the "Improvements" pursuant to the terms of a certain Equipment Lease dated as of May 1, 2001 by and between the Grantor and Grantee (the "Equipment Lease"), including, but not limited to, part marking machines, bake ovens, connector equipment, and production tables, computers, phone system, office furnishings and inventory storage equipment.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Equipment Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the 15th day of July, 2008.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of July, 2008, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires:

_____

SATISFACTION, DISCHARGE AND RELEASE OF EQUIPMENT INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF EQUIPMENT INDENTURE dated the 15th day of July, 2008, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the "Issuer"); and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized and existing under the laws of the United States (hereinafter referred to as the "Trustee"), as successor trustee to INTRUST Bank, N.A..

WITNESSETH:

WHEREAS, the Issuer previously issued certain Taxable Industrial Revenue Bonds, Series I, 2001 (Airtechnics, Inc.) (the "Bonds"); and

WHEREAS, such Bonds were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, an Equipment Trust Indenture, dated as of May 1, 2001, as previously amended by a First Amendment to Equipment Trust Indenture, dated as of March 1, 2002, a Second Amendment to Equipment Trust Indenture, dated as of March 1, 2005 and a Third Amendment to Equipment Trust Indenture dated as of January 1, 2007 (collectively, the "Equipment Indenture"), by and between the Issuer and the Trustee; and

WHEREAS, provision has been made for payment in full of the Bonds; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the lien of the Equipment Indenture upon the Trust Estate;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the special obligations of the Issuer under the terms of the Equipment Indenture are hereby deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee (except to the extent the same govern or otherwise provide terms and provisions for the timely redemption, satisfaction and payment of the Bonds) are hereby terminated and of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of July 15, 2008.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

"ISSUER"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of July, 2008, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires:

_____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., St. Louis, Missouri

By_____
Matthew A. Biere, Assistant Treasurer

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this ____ day of July, 2008, before me, a notary public in and for said county and state, came Matthew A. Biere, Assistant Treasurer of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year least above written.

_____
Notary Public

My Appointment Expires:

_____

TRIPLETT, WOOLF & GARRETSON, LLC

RESOLUTION NO. ___-___

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

$825,000
CITY OF WICHITA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES I, 2001
(AIRTECHNICS, INC.)

RESOLUTION NO. ___-___

A RESOLUTION OF THE CITY OF WICHITA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; RATIFYING THE CALL AND EARLY REDEMPTION OF SAID REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A BILL OF SALE, (2) A TERMINATION AND RELEASE OF EQUIPMENT LEASE AND EASEMENT, AND (3) A SATISFACTION, DISCHARGE AND RELEASE OF EQUIPMENT INDENTURE.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series I, 2001 (Airtechnics, Inc.) (the "Bonds") in the aggregate principal amount of $825,000, of which none remains Outstanding, for the purpose of purchasing and installing certain equipment to be located in a manufacturing facility located in the City of Wichita, Kansas (the "Project"); and

WHEREAS, the Project is leased by the Issuer to Airtechnics, Inc., a Kansas corporation (the "Tenant"), pursuant to a certain Equipment Lease Agreement, dated as of May 1, 2001 (the "Equipment Lease"); and

WHEREAS, the Tenant granted the Issuer a nonexclusive easement appurtenant to the Equipment Lease for a limited purpose pursuant to an Easement and Agreement, dated as of May 1, 2001 (the "Easement"); and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a certain Equipment Trust Indenture, dated as of May 1, 2001, as previously amended by a First Amendment to Equipment Trust Indenture, dated as of March 1, 2002, a Second Amendment to Equipment Trust Indenture, dated as of March 1, 2005 and a Third Amendment to Equipment Trust Indenture dated as of January 1, 2007 (collectively, the "Equipment Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), as successor in interest to INTRUST Bank, N.A., which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Equipment Lease; and

WHEREAS, the payment of the principal of and interest on the Bonds is guaranteed by the Tenant pursuant to the terms of a certain Equipment Guaranty Agreement, dated as of May 1, 2001; and

WHEREAS, the payment of the principal of and interest on the Bonds is also guaranteed by Ronald D. Mann and Barbara L. Mann pursuant to the terms of a certain Equipment Individual Guaranty Agreement, dated as of May 1, 2001; and

WHEREAS, Section 16.1 of the Equipment Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 16.2) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the City of $1,000; and

WHEREAS, Section 302(b) of the Equipment Indenture provides that the Bonds may be called for redemption prior to maturity at the option of the Issuer at a redemption price equal to the par value of the principal amount thereof, plus accrued interest; and

WHEREAS, the Tenant has provided notice of its election to purchase the Project on or about July 15, 2008 (the "Closing Date") and has previously requested the Issuer to redeem the Bonds on or about June 26, 2008; and

WHEREAS, the Issuer finds it necessary to ratify the early redemption of the Bonds, waive any further notice requirement for the exercise of the option to purchase and authorize the execution and delivery of (1) Bill of Sale, (2) Termination and Release of Equipment Lease and Easement, and (3) Satisfaction, Release and Discharge of Equipment Indenture in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Equipment Lease and Equipment Indenture.

Section 2. Sale of the Project. The Issuer is hereby authorized to convey the Project to the Tenant upon (1) confirmation by the Bondowner of payment in full of the Bonds in accordance with the terms of the Equipment Indenture, the payment of which amount is to be acknowledged by the Bondowner and confirmed by the Trustee and (2) receipt by the Issuer of the $1,000 to which it is entitled pursuant to Section 16.2 of the Equipment Lease.

Section 3. Authorization and Ratification of Redemption. The governing body of the Issuer hereby declares its consent to the early redemption of the Bonds on June 26, 2008, in accordance with the instructions from the Tenant and acknowledgment by the Bondowner and Trustee of such redemption (which instructions shall also be deemed and ratified as the Issuer's instructions to the Trustee).

Section 4. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale for the Project to the Tenant, upon satisfaction of the conditions contained in

the Equipment Lease and set forth in Section 2 hereof, and in substantially the same form as Exhibit A, attached hereto.

Section 5. Authorization of Termination and Release of Equipment Lease and Easement. The Issuer is hereby authorized to execute and deliver a Termination and Release of Equipment Lease and Easement (the "Lease and Easement Termination") by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the conditions contained in the Equipment Lease and set forth in Section 2 hereof, and in substantially the same form as Exhibit B, attached hereto.

Section 6. Authorization of Satisfaction, Release and Discharge of Equipment Indenture. The Issuer is hereby authorized to execute and deliver a Satisfaction, Release and Discharge of Equipment Indenture (the "Indenture Release") by and between the Issuer and the Trustee, upon satisfaction of the conditions contained in the Equipment Lease and set forth in Section 2 hereof, and in substantially the same form as Exhibit C, attached hereto.

Section 7. Execution of Documents. The Mayor or Vice-Mayor of the Issuer is hereby authorized and directed to execute the Bill of Sale, Lease and Easement Termination and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Vice-Mayor of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC-2 Termination Statements. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Bill of Sale, Lease and Easement Termination and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Bill of Sale, Lease and Easement Termination and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Equipment Lease and in Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Bill of Sale, Lease and Easement Termination and Indenture Release and the early redemption, satisfaction and discharge of the Bonds, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 15th day of July, 2008.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By_____
Gary Rebenstorf, City Attorney

EXCERPT OF MINUTES

The governing body of the City of Wichita, Kansas, met at the normal meeting place in the City on July 15, 2008, at 9:00 a.m., with the Mayor Carl Brewer presiding, and the following members of the governing body were present:

and the following members were absent:

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

> A RESOLUTION OF THE CITY OF WICHITA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; RATIFYING THE CALL AND EARLY REDEMPTION OF SAID REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A BILL OF SALE, (2) A TERMINATION AND RELEASE OF EQUIPMENT LEASE AND EASEMENT, AND (3) A SATISFACTION, DISCHARGE AND RELEASE OF EQUIPMENT INDENTURE.

Thereupon, the Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. ___-___, and was directed to be signed by the Mayor and attested by the City Clerk.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the July 15, 2008 meeting of the governing body of the City of Wichita, Kansas.

[seal]

_____
Karen Sublett, City Clerk

TWG REF: 300164
Resolution Relating To Exercise Of Option To Purchase
Excerpt of Minutes

TERMINATION AND RELEASE OF EQUIPMENT LEASE AND EASEMENT

THIS TERMINATION AND RELEASE OF EQUIPMENT LEASE AND EASEMENT dated the 15th day of July, 2008, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the "Issuer"); Airtechnics, Inc., a Kansas corporation (the "Tenant"); and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized and existing under the laws of the United States (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Issuer heretofore leased to the Tenant certain real property, together with improvements located thereon, pursuant to an Equipment Lease Agreement, dated as of May 1, 2001 (the "Equipment Lease"), by and between the Issuer and the Tenant, notice of which Equipment Lease was duly recorded with the Register of Deeds of Sedgwick County on May 18, 2001 on Film 2203, Page 0806; and;

WHEREAS, the property interests covered by the Equipment Lease consist of the property more specifically described in Schedule I attached hereto and incorporated hereby; and

WHEREAS, the Tenant heretofore granted a nonexclusive easement appurtenant to the Equipment Lease over and upon the Land, as more specifically described in Schedule I attached hereto and incorporated hereby pursuant to an Easement and Agreement, dated as of May 1, 2001 (the "Easement"), which Easement was duly recorded with the Register of Deeds of Sedgwick County on May 18, 2001 on Film 2003, beginning on page 0822; and

WHEREAS, the Issuer previously had Outstanding its Taxable Industrial Revenue Bonds, Series I, 2001 (Airtechnics, Inc.) (the "Bonds"); and

WHEREAS, provision has been made for payment in full of the Bonds; and

WHEREAS, in accordance with the Equipment Trust Indenture, dated as of May 1, 2001, as previously amended by a First Amendment to Equipment Trust Indenture, dated as of

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

March 1, 2002, a Second Amendment to Equipment Trust Indenture, dated as of March 1, 2005 and a Third Amendment to Equipment Trust Indenture dated as of January 1, 2007 (collectively, the "Equipment Indenture"), by and between the Issuer and the Trustee, authorizing and securing the Bonds, provision was made for payment in full of the Bonds on or before June 26, 2008; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Equipment Lease and Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Equipment Lease and Easement are hereby terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of July 15, 2008.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of July, 2008, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires:

_____

AIRTECHNICS, INC.

By_____
Christina Kukuruda, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of July, 2008, before me, a Notary Public, in and for the County and State aforesaid, came Christina Kukuruda, President of Airtechnics, Inc., on behalf of said corporation and acknowledged to me that she executed the same for the purposes therein expressed, acting for and on behalf of said corporation in her capacity as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires:

_____

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

By_____
Matthew A. Biere, Assistant Treasurer

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this ____ day of July, 2008, before me, a notary public in and for said county and state, came Matthew A. Biere, Assistant Treasurer of The Bank of New York Mellon Trust Company, N.A. St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year least above written.

_____
Notary Public

My Appointment Expires:

_____

SCHEDULE I

SCHEDULE I TO THE EQUIPMENT TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, NA, OF WICHITA, KANSAS, AS TRUSTEE, DATED AS OF MAY 1, 2001 AND TO THE EQUIPMENT LEASE DATED AS OF MAY 1, 2001 BY AND BETWEEN SAID CITY AND AIRTECHNICS, INC.

PROPERTY SUBJECT TO EQUIPMENT LEASE

(A) THE LAND. An easement over and appurtenant to the following described real estate located in the City of Wichita, Sedgwick County, Kansas, to wit:

Parcel 1: Lot 6, Block 2, Industrial Air Center, an Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: Lot 7, Block 2, Industrial Air Center, an Addition to Wichita, Sedgwick County, Kansas.

Parcel 3: Lot 1, Block 1, Industrial Air Center Second, an Addition to Wichita, Sedgwick County, Kansas.

(B) THE IMPROVEMENTS. All machinery, equipment and other property constituting the "Improvements" as referred to in said Equipment Lease and said Equipment Indenture, and more specifically described as follows:

The Equipment Project consists of manufacturing machinery and equipment and certain limited ancillary equipment, including, but not limited to, part marking machines, bake ovens, connector equipment, and production tables, computers, phone system, office furnishings and inventory storage equipment.

The property described in paragraphs (A) and (B) of this Schedule I together constituting the "Equipment Project" as referred to in said Equipment Lease and said Equipment Indenture.

Agenda Item No. 26

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: Purchase Option (Airtechnics, Inc.) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On May 1, 2001, City Council approved issuance of IRBs totaling $3.475 million for Airtechnics, Inc., a manufacturer and distributor of electronic components for the aircraft industry. Bond proceeds were used to finance the construction and equipping of a new manufacturing, warehouse, administrative, and sales facility located at 3851 N. Webb Road.

Airtechnics has given notice to the City of their intent to exercise the purchase option on the bond financed property. Under the provisions of the Lease Agreement the Tenant has the option, if all outstanding bonds and Trustee Fees have been paid, to purchase the facility from the City of Wichita for the sum of $1,000.

Analysis: Under the terms of the Lease, upon receipt of written notice, the City is required to convey its interest in the property securing the IRB issue to the Tenant, once Tenant has paid the purchase price and addressed other considerations under the provisions of the Lease Agreement, including the payment of all outstanding bonds. Tenant has proposed to prepay the Series I - 2001 Bonds and purchase the bond financed facility in order to complete the sale of Airtechnics to Wesco Aircraft Hardware. The purchase option is contingent upon completion of the sale of Tenant's interest to Wesco. Subject to receiving proof that all conditions have been met, it is now appropriate for the City to deliver the instruments needed to deed the bond-financed property back to Airtechnics and terminate the IRB lease.

Financial Considerations: The City has received payment of the $1,000 purchase option price. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The City Attorney's Office has approved to form the attached Resolution to authorize the execution of the Special Warranty Deed, Bill of Sale, and Termination of Lease Agreement and the delivery of such documents (each in substantially the form attached to the Resolution) following satisfaction of applicable conditions.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution approving the Special Warranty Deed, Bill of Sale and Termination of Lease Agreement and authorize necessary signatures.

Attachments: Resolution, Bill of Sale, Release of Equipment, Termination of Lease

Agenda Item No. 27

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Wichita Animal Care Campus (City and Humane Society) (All Districts)

INITIATED BY: Department of Public Works
Department of Environmental Services

AGENDA: Consent

Recommendation: Approve the Security and Access Control System and Installation.

Background: On May 18, 2004, the City Council approved a Memorandum of Understanding (MOU) between the City and Kansas Humane Society (KHS) to work on the joint development of an animal care facility.

On June 8, 2004, the City Council approved the Capital Improvement Project (CIP) and authorized staff to select a design consultant.

On April 5, 2005, the City Council approved a contract with Wilson Darnell Mann Architect (WDM) for the Programming Phase of the project and a Letter of Intent between the City and KHS.

On August 23, 2005, the City Council approved the purchase of property at 3239 N. Hillside for the Animal Care Campus.

On March 7, 2006, the City Council approved a contract amendment with WDM for the Schematic Design Phase and a Land Lease Agreement between the City and KHS.

On November 28, 2006, the City Council approved a contract amendment with WDM for the Design Development Phase for the Wichita Animal Care Campus.

On September 18, 2007, the City Council approved the remaining CIP funding and a contract amendment with WDM for the detailed construction drawings/specifications and construction administration.

On December 11, 2007, the City Council approved a contract with Hutton Construction for the construction of the Wichita Animal Care Campus.

Analysis: The construction contract with Hutton Construction did not include a security and access control system. This was omitted from their scope of work because the City Council on October 1, 2002 approved TAC Americas, Inc. to be the City's preferred security system manufacturer and that Sandifer Engineering & Controls, Inc. be the City's preferred vendor.

Sandifer Engineering & Controls, Inc. in conjunction with the Animal Shelter staff, WDM Architect and Hutton Construction has now developed a security and access control system for the City of Wichita Animal Shelter building and exterior area, (Does not include KHS). The scope of work includes materials, labor and installation as follows:

Access Control	$37,397
Cameras	$17,310
Electrical	$18,530
Total	$73,237

The system has been presented to and approved by the City's Security Assessment & Advisory Team with their Authorization to Proceed issued on June 9, 2008.

Financial Considerations: The project is authorized in the adopted 2007 – 2016 Capital Improvement Program (CIP) (Project No. 435377, OCA No. 792409). The approved budget is $7,827,854.28, expenditures/encumbrances to date are $7,244,189.01 leaving an available balance of $583,665.27. The cost of this system will be paid from these funds.

Goal Impact: This project addresses the Economic Vitality and Affordable Living Goal by providing public improvement in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: None required.

Recommendation/Action: It is recommended that the City Council approve the Security System/Installation and authorize the Purchasing Manager to issue a Purchase Order.

Attachments: None.

Senior Management Expenses
For the Month of May 2008

Employee by Department	Purpose	Amount
01-City Manager Staff		
Ed Flentje, City Manager	ICMA Stategic Planning Conf., Evanston IL	$ 606.42
Allen Bell, Director of Urban Development	AirTran meeting, Atlanta GA	517.50
07-Fire		
Michael Rudd, Deputy Chief	Fire Leadership Conf., Tulsa OK	384.40
09-Housing & Community Services		
Mary K Vaughn, Director of Housing & Community Services	Ks NAHRO Conf., Salina KS	281.51
Brad Snapp, Assistant Director of Housing & Community Services	Ks NAHRO Conf., Salina KS	215.50
10-Library		
Cynthia Berner-Harris, Director of Libraries	Copyright Workshop, Hutchinson KS	30.76
13-Public Works		
Joe Pajor, Assistant Director of Public Works	APWA Mid-America Conf., Overland Park KS	524.72
Jim Armour, City Engineer	K-State Engineering Open House, Manhattan KS	284.16
Tony DiCicco, Maintenance Engineer	APWA Mid-America Conf., Overland Park KS	585.05
Total		**$ 3,430.02**

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for June, 2008

DATE: July 1, 2008

The following claims were approved by the Law Department during the month of June, 2008:

Kansas Gas Service	$463.75
Schottler Engine	$1,700.00
Maria Bustamante	$919.00

**Settled for lesser amount than claimed

cc: Ed Flentje, Interim City Manager
Kelly Carpenter, Director of Finance

RESOLUTION NO. _____. ___

A RESOLUTION OF THE CITY OF WICHITA TO APPROVE THE FILING OF AN APPLICATION TO THE KANSAS DEPARTMENT OF WILDLIFE AND PARKS AND THE US DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR USE OF RECREATIONAL TRAILS PROGRAM FUNDS SET FORTH BY THE FEDERAL HIGHWAY TRUST FUND AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION.

WHEREAS, the City of Wichita, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the Kansas Department of Wildlife and Parks and the U.S. Department of Transportation (USDOT), Federal Highway Administration for Recreational Trails Program funds set forth by the Federal Highway Trust Fund; and

WHEREAS, Federal monies are available under a Recreational Trails Program set forth by the Federal Highway Trust Fund, administered by the State of Kansas, Department of Wildlife and Parks, for the purpose of developing and maintaining recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses; and

WHEREAS, After appropriate community input and due consideration, the Governing Body of the City of Wichita, Kansas has recommended that an application be submitted to the State of Kansas for funding consideration.

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

SECTION 1. That the City of Wichita, Kansas approves the submission of a Recreational Trails Program project application for purposes of seeking funding to assist with the Delano Pedestrian-Bicycle Trail Project.

SECTION 2. That the City of Wichita, Kansas, hereby accepts responsibility for the coordination of this project, commits not less than 34% of the total construction, engineering and design cost as a local match contribution, and assures the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration that sufficient funding for the construction of this project is available.

SECTION 3. That the City of Wichita, Kansas, hereby assures the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration that it is its intent that sufficient funding for the operation and maintenance of these projects, if selected, will be available for the life of the project, subject to annual appropriation as required by law.

SECTION 4. That the City of Wichita, Kansas, hereby assures the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration that the City of Wichita, Kansas, has title or permanent easements for these projects, or has the ability to acquire such title or permanent easements and intends to acquire such title or permanent easements before the time of project letting.

SECTION 5. That the Mayor of the City of Wichita, Kansas, is authorized to sign the application to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration for Recreational Trails Program funds set forth by the Federal Highway Trust Fund on behalf of the citizens of Wichita, Kansas. A City official (to be designated) is authorized to submit additional information as may be required and act as the official representative of the City of Wichita in this and subsequent related activities.

SECTION 6. That the City of Wichita, Kansas, hereby assures the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration that the City of Wichita, Kansas is willing and able to administer the design, letting and construction of the projects, if selected.

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this 15th day of July 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

Gary Rebenstorf, Director of Law

Agenda Item No.

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Resolution of support for and authorization to submit a 2009 Recreational Trails Program application to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration. (District IV)

INITIATED BY: Metropolitan Area Planning Department & Park and Recreation Department

AGENDA: Non-Consent (City Council)

Recommendation: Approve the resolution and authorize submission of a 2009 Recreational Trails Program application to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration.

Background: The Recreational Trails Program (RTP) is an assistance program of the Department of Transportation's Federal Highway Administration (FHWA) that makes federal transportation funds available to States to develop and maintain recreational trails and trail-related facilities. Funds for this program are appropriated by the Federal Highway Administration to the Kansas Department of Wildlife and Parks for recreational trail development.

The Kansas Department of Wildlife and Parks (KDWP) will receive applications (due by August 1, 2008) for Recreational Trails Program projects from throughout Kansas and will select projects that meet KDWP's funding eligibility criteria. All projects selected must fall into one or more of three categories: motorized, non-motorized, or diversified recreational trail or trail-related projects. Projects selected by the KDWP will be forwarded by October 31, 2008 to the Federal Highway Administration for final approval. KDWP is projecting that awards will be announced by mid-December.

Kansas' share for this funding is typically about $850,000, but the exact allocation for fiscal year 2009 projects has not been released at this time. The City of Wichita's application will compete for funding with other projects statewide.

Analysis: A process to update the existing *1996 Parks and Pathways Plan* is currently underway with the *Wichita Parks, Recreation and Open Space Plan (PROS Plan)*. However, the process will not be completed until late 2008. During the interim, the Park Board established pathway priorities as identified in the *2007-2008 City of Wichita Pathways Priorities Report*, to assist in prioritizing conceptual designs, funding applications and pathway development. These priorities were reviewed by the Wichita City Council on July 31, 2007.

Last fall, in working with several community groups, staff identified six projects that are consistent with City priorities and adopted neighborhood and regional plans for submittal to KDOT for Transportation Enhancement (TE) funding consideration. The Delano Hike & Bike Trail Project was one of the six Wichita projects applying for TE funding. These TE applications were reviewed by the Wichita Area Metropolitan Planning Organization and the Kansas Department of Transportation, but no funds were

awarded to the City of Wichita for the 2009-2010 TE funding cycle. As a result, the Delano Neighborhood Association and the Delano Business Association requested that the City submit a Recreational Trails Program application on their behalf for the Delano Hike & Bike Trail that would extend the Arkansas River Trail from McLean Boulevard along the abandoned railroad corridor north of Douglas through the Delano District to Seneca Street.

Staff reviewed this request, and is recommending that an application be submitted for Recreational Trails Program funding based on several factors:

1. No Transportation Enhancement funds were awarded to the City of Wichita for the 2009-2010 funding cycle, and the next funding cycle will not be any sooner than 2011/2012. However there is an alternative opportunity at this time for external funding through the Recreational Trails Program.
2. There is $150,000 scheduled in 2010 in the Capital Improvement Program (CIP) specifically for the Delano Hike & Bike Trail Project.
3. The Delano Hike & Bike Trail Project is the least expensive trail project of the six project applications submitted for TE funding, and there is an extremely limited amount of funding appropriated each year ($850,000) statewide for the Recreational Trails Program. All other Wichita trail projects well exceed the total amount typically appropriated for the entire state!
4. The site of the new downtown central library is adjacent to the site of the proposed Delano Trail; and therefore, the design and construction of the library and the trail should be coordinated.
5. The Delano Hike & Bike Trail project was identified as Park Board Priority #6 according to the *2007-2008 City of Wichita Pathways Priorities Report*.
6. The Delano Hike & Bike Trail Project was identified in the Delano Neighborhood Revitalization Plan and continues to have significant community support.

A resolution of support and commitment must be approved by the Wichita City Council and submitted with the RTP application to KDWP for funding consideration. The deadline to submit applications to KDWP is August 1, 2008.

Financial Considerations: The total project cost is $426,146. Since there is an extremely limited amount of RTP funding appropriated each year ($850,000) statewide and since the grant program considers support facilities (such as lighting, benches, bollards, etc.) low priority for funding, the amount requested from the grant program will primarily pay to just get the trail paved in order to make the Delano Hike & Bike Trail Project competitive with other projects competing for RTP funding statewide. A total of $282,119 (66%) is being requested through the Recreational Trails Program, which will pay for some of the engineering and construction costs to pave the trail and for signage essential for safety purposes. If awarded funding, the City of Wichita will provide a 34% local match in the amount of $144,027, which will pay for the design, support facilities, landscaping and the remaining engineering cost.

The *2007-2016 Wichita Capital Improvement Program* allocated $150,000 specifically for the Delano Hike & Bike Trail (scheduled for 2010), which will sufficiently fund Wichita's local match contribution. The Recreational Trails Program functions as a federal reimbursement program, and requires awardees to maintain the trail for the life of the project.

Goal Impact: Approving the resolution of support and authorization for application submittal to the KDWP would impact Wichita's Efficient Infrastructure Goal by providing citizens with a safe and dependable trail system, and would impact Wichita's CORE Area and Neighborhood Goal by increasing neighborhood vibrancy, sense of community and neighborhood satisfaction through the revitalization of this abandoned railroad corridor.

Legal Considerations: The Wichita City Council must approve the filing of the application through a resolution that states that the City accepts responsibility for the coordination of this project and is committed to funding the local match contribution and the maintenance for the life of the project.

Recommendations/Actions: It is recommended that the City Council approve the resolution of support and authorize application submittal to the Kansas Department of Wildlife and Parks and the USDOT Federal Highway Administration.

Orchard Park

- Identified Features
- Property Parcels

Roads

- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

- Railroads
- Quarter Section
- Waterways
- Streams
- 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

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.

LEASE AGREEMENT
(Tower Site)

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

AND

T-Mobile Central LLC,
a Delaware limited liability company
4533 Enterprise Drive
Oklahoma City, OK 73128

"LESSEE."

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property within the City of Wichita, owned and operated for public purposes; and

WHEREAS, Lessee wishes to lease a certain portion of Lessor's property for the purpose of constructing, operating and maintaining certain communications equipment (the "Facility"); and

WHEREAS, the above named parties desire to enter into this Lease on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound are as follows:

1. **PREMISES.** Lessor is the owner of the premises in Wichita, Sedgwick County, Kansas commonly known as Orchard Park ("Property'). Lessor hereby leases to Lessee and grants the right to occupy and use certain space on the Property together with access to such Property as described and depicted in Exhibit A (collectively referred to as "Leased Premises"), subject to the terms and conditions of this Lease.

2. **TERM.**

(a) The initial term of the Lease shall be fifteen (15) years ("Initial Term"), commencing upon the "Commencement Date," which is the written notification by Lessee to Lessor that Lessee has obtained all Governmental Approvals required for Lessee to be legally entitled to construct the Facility.

(b) If Lessee shall not have obtained such Governmental Approvals within twelve (12) months from the date of this Lease or if Lessee earlier notifies Lessor that it is unable to obtain such approvals, then this Lease shall terminate, at either party's option upon receipt of written notice.

3. **OPTIONS.** Lessee shall have the right to extend this Lease for two (2) additional and successive terms of five (5) years (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless one of the parties hereto notifies the other party, in writing, of the party's intention not to renew this Lease, at least one hundred fifty (150) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions as this Lease.

4. **RENT.**

(a) As part consideration for this Lease and as rent for the use of the Leased Premises, the Lessee agrees to pay to Lessor, during the first year of the Initial Term, the sum of ten thousand twenty Dollars and no cents ($10,020.00). Rent shall be payable without demand, deduction, discount, set-off and /or notice in advance in monthly installments of eight hundred thirty five Dollars and no cents ($835.00). During the Initial Term and any Renewal Terms, rent shall increase annually at a rate of three percent (3%) on each anniversary date of the Commencement Date. Rent shall be due on the first day of each calendar month during the term hereof, and rent for any partial months will be prorated.

(b) An administrative fee equal to one-twelfth (1/12) of the initial annual rent shall be due and payable within (10) days following the date of this Lease. In the event that the Lessee is unable to obtain the Governmental Approvals as provided in Paragraph 1 or otherwise terminates this Lease prior to the Commencement Date, the Lessor shall retain this fee to help reimburse the Lessor for its administrative, legal, and preparatory expenses. Otherwise, such fee shall be credited toward the first rent payment.

(c) All payments shall be made by check or money order and shall be made payable to the order of the City of Wichita, Kansas. All payment installments shall be mailed or hand delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each monthly due date, until and unless such address is changed as Lessor may specify from time to time by written notice delivered as stated hereinafter. All installments not received by the Lessor by the tenth (10th) day after the date on which they are due shall be considered delinquent and Lessee shall pay to Lessor a $100.00 late charge. The provision for such late charge shall be in addition to all of the Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

5. **ADDITIONAL RENT.** The Facility is designed for up to four (4) users (Lessee plus three (3) other users). At such time that a second user is added to the Facility pursuant to a sublease with Lessee, rent payable to Lessor shall increase by one hundred fifty dollars and no cents ($150.00) per month, subject to the same annual percentage increases described above. For each additional user, rent to Lessor will be increased by an additional one hundred fifty dollars and no cents ($150.00) per month, again subject to the annual increases above. If Lessee's sublease with any additional user terminates for any reason, the monthly rent that Lessee pays Lessor pursuant to this provision shall be reduced accordingly effective as of the termination date of the sublease, which date Lessee shall notify Lessor of in writing.

6. **POLE REPLACEMENT AND SPACE AVAILABLE FOR LESSOR.**

(a) Notwithstanding anything to the contrary in this Lease, the parties acknowledge and agree that Lessee, at its sole cost and expense, shall remove Lessor's existing light pole and bank of lights on the Property and install Lessor's lights, including electrical lines, on the new monopole (the "Monopole") that Lessee is constructing on the Leased Premises. Title to the Monopole will at all times vest in Lessee, and Lessee, at its sole cost and expense, will be solely responsible for operating, maintaining and repairing the Monopole in compliance with all applicable laws and sound engineering practices. However, Lessor shall be solely responsible for the maintenance of the lights and electrical lines and the payment of any utility service charges therefor during the term of this Lease. If Lessee removes Lessor's existing light pole, then upon the expiration or termination of

the Lease, or if the Monopole is removed for any reason, Lessee will replace the light pole and bank of lights at Lessee's sole cost and expense.

(b) Lessor shall, at Lessor's sole discretion, cost and expense, have the right to occupy or sublease one of the additional spaces on the Monopole, upon providing Lessee with the appropriate test information showing that Lessor's occupancy will not affect Lessee or sublessees. This reservation is not specific to any section or level of the Facility. At such time as a fourth user is identified for the Facility, Lessor shall have sixty (60) days to advise Lessee that Lessor is going to exercise its reservation. If notice is not given, the reservation will lapse. If the reservation is exercised, Lessor will serve as the fourth user of the Facility, thus reducing the amount of additional rent to Lessor. If Lessor has a use that does not require one of the four planned spaces on the Facility, Lessor will be granted space on the Facility without reduction of potential additional rental nor cancellation of the reservation described in this section. Construction drawings for Lessor's equipment must be approved by Lessee in writing before the Lessor's equipment is installed on the Monopole, and Lessor and its contractors (all of whom must be pre-approved by Lessee) must obtain Lessee's prior consent before doing any installation, repair, maintenance or other work on the Monopole. After the initial installation of Lessor's equipment, Lessor shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Lessor's equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of Lessor's equipment, Lessor must obtain and maintain commercial general liability insurance with a combined single limit of $500,000.00 for bodily injury, death and property damage per occurrence, and Lessee shall be named as an additional insured on such policy and provided certificates of such insurance; Lessor may satisfy the insurance requirements by being self-insured under Kansas law or by obtaining appropriate endoresement to any master policy of liability insurance that Lessor may maintain. Lessor's contractors who perform work on the Monopole must obtain and maintain the same types and amounts of insurance coverage that Lessee's contractors are required to maintain, and Lessee shall be named as an additional insured on all liability policies and be provided certificates of such insurance.

7. **PERMITTED USE.**

(a) The Leased Premises may be used or occupied by Lessee only for permitted uses as follows:

i. Transmission and reception of wireless communications signals.

ii. Construction, installation, operation, maintenance, repair, or replacement of the Facility, consisting of the communications fixtures and related equipment, cables, and accessories as described in Exhibit B or hereafter submitted in writing and approved from time to time by the Lessor.

iii. Installation and operation of transmission cables or utility lines and facilities across the Property between the Facility and utility providers at such locations and in such manner as reasonably approved by the Lessor. Lessee shall install and pay for separate meters for utilities used on the Property.

(b) Lessee may at its own expense use any and all appropriate means of restricting access to the Facility, provided that such means are approved in advance by the Lessor and do not interfere with Lessor's use and access to the Property.

(c) The Facility shall remain the exclusive property of the Lessee. The Lessee shall have the right and responsibility to remove the Facility upon termination of this Lease.

(d) The Lessor grants to Lessee the right of use of necessary utility easements and ingress, egress, and access to the Property adequate to service the Leased Premises and the Facility all times during the term of this Lease, subject to the specific conditions of this Lease. Lessor shall provide Lessee with any necessary keys for entry to the Leased Premises, subject to such reasonable regulations and requirements as made by the Lessor from time to time, and subject to Lessee's obligation to notify the Lessor of each entry by such manner as determined by the Lessor. The Lessor shall have the right, upon notice, to change the means and location of Lessee's access, provided that such shall not materially interfere with Lessee's operation.

(e) Lessee shall have the right, prior to the Commencement Date and upon reasonable telephonic notice to the Lessor, to enter the Property to obtain a title report, perform surveys, soils test, and other

engineering procedures or environmental investigations on, under, and over the Property, necessary to determine that Lessee's use of the Leased Premises will be compatible with Lessee's engineering specifications, system, design, operations, and Governmental Approvals.

(f) Lessee shall have the exclusive use of the surface or air space of that portion of the Leased Premises physically occupied by Lessee's Facility. Lessor will not grant after this date the right to any other party to use the Leased Premises if such use may in any material way adversely affect or interfere with Lessee's Facility.

(g) The Lessee shall not have the right to connect to or use any utilities of the Lessor.

8. **CONDITIONS OF USE.** All use of the Property and Leased Premises shall be only for permitted uses and shall be subject to the following conditions:

(a) Lessee shall obtain at Lessee's expense all licenses and permits or authorizations required for Lessee's use of the Leased Premises from all applicable governmental and regulatory entities, including without limitation the City of Wichita, State of Kansas, Federal Communications Commission, Federal Aviation Administration, OSHA, and all other agencies thereof ("Governmental Approvals"). Lessor agrees to reasonably cooperate with Lessee in obtaining such Governmental Approvals.

(b) The Facility shall only be designed, constructed, and maintained in accordance with plans approved by the Lessor set out in Paragraph 6 and with regulatory requirements.

(c) The design of the Facility shall comply with the conditions of City of Wichita Wireless Master Plan and Unified Zoning Code and any other necessary approvals thereafter during this Lease, except to the extent that such requirements are modified by action of the governing body of the City applicable to all City-owned facilities:

(d) The Lessee shall provide such assurance as reasonably required by the Lessor that the use of the Facility will not cause undue exposure or harm to workers or the public from radio frequency radiation or high voltage electricity.

(e) The Facility shall be designed, installed, constructed, and maintained in accordance with the laws and regulations of all governmental entities having jurisdiction. The Lessee's operation shall be in such a manner that there is no interference with the operation of the Lessor's Property, surrounding property, or any communications facilities of the Lessor.

(f) The Lessee shall not use the Leased Premises in any way that interferes with the public or governmental use of the Property by the Lessor or tenants or licensees of the Lessor. The design and Plans for the Facility shall take such matters into consideration.

(g) Lessee shall have access to the Property 24 hours a day, 7 days a week, provided that Lessee understands that the Property is used for public purposes and that Lessee shall take such reasonable steps as are necessary (including the design of the Facility) to assure that access and use shall minimize disturbance to the public and users of the Property. Lessee shall be responsible for responding to any complaints of disturbance from Lessor's tenants about Lessee's operations and access.

(h) Lessee, at Lessee's expense, shall keep and maintain the Facility and Leased Premises in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Leased Premises shall be returned to the Lessor in good, useable condition as further provided in this Lease.

(i) Lessee shall not use, or permit said Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Leased Premises are hereby leased.

(j) Lessee will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or unreasonably interfere with, annoy or disturb other occupants, guests, neighbors, or Lessor in the management of the Property.

(k) Except to the extent required by law, no sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the Leased Premises, unless the written consent of Lessor shall first have been obtained which consent may be denied without cause.

(l) Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises.

(m) Lessee expressly recognizes that the Property is publicly owned and that the Lessor desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the Leased Premises for any partisan or political activity or for an overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the Lessee from taking positions in newsletters, correspondence, internal meetings, etc., that otherwise are in accordance with the purposes of the organization and provided further that this Lease does not control or regulate the content of any radio communications.

(n) Lessee shall neither use nor occupy the Leased Premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, Lessee agrees to immediately take action and cease any activity or use in violation of this Lease.

(o) No existing building or any building that is constructed or placed upon the Property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino style gambling on the Leased Premises.

(p) Lessee represents that it has inspected the Property and finds that such are suitable for its needs and requirements and accepts the Leased Premises "as is" without any additional preparation required of the Lessor.

9. **PLAN APPROVALS.** The Lessor's prior consent and approval is required for all plans and specifications for use for the Facility or utility connections. The Lessor may require additional details or modifications of such plans as may be necessary in the reasonable determination of the Lessor to assure the safety of the Facility, the aesthetic compatibility of the Facility to the Property and the neighborhood, and to meet the requirements and conditions of Paragraphs 4 and 5. Such approval shall not be unreasonably withheld or delayed by the Lessor and shall be deemed given for those plans attached hereto as Exhibit B. Lessee shall provide the Lessor as-built drawings of the Facility. Any substantial variance requested by Lessor to the plans submitted shall allow Lessee the right to terminate the Lease without penalty.

The approvals of this Paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approved required by the City of Wichita in a regulatory or governmental capacity. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the Facility.

10. **DEFAULT.** The following shall be deemed a "Default" under this Lease:

(a) If Lessee fails to pay amounts due under this Lease or maintain a letter of credit or bond required under this Lease within Fifteen (15) days of written notice to that such is overdue.

(b) If Lessee or Lessor fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from written notice of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30) day period.

11. **TERMINATION.** This Lease shall terminate upon occurrence of any of the following:

(a) The expiration of the Lease term or any extension thereof.

(b) Immediately upon written notice by the non-defaulting party if the defaulting party fails to cure any Default within the cure periods specified above in Section 10.

(c) Lessee's inability to obtain Governmental Approvals as set out in paragraph 2.

(d) Upon thirty (30) days' written notice by the Lessee that Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or Governmental Approval necessary to the construction

and operation of the Facility or Lessee's business, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(e) Upon thirty (30) days' written notice by Lessee that the Leased Premises are or will become unacceptable under the Lessee's design or engineering specifications for its Facility or the communications system to which the Facility belong, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(f) Immediately upon written notice if the Facility is destroyed or damaged so as in the Lessee's reasonable judgment to substantially and adversely affect the effective use of the Facility. In such event, all rights and obligations of the parities shall cease as of the date of the damage or destruction and the Lessee shall be entitled to a prorated reimbursement of any rent prepaid, less any deduction for restoration as provided in the Lease. If the Lessee elects to continue this Lease, then all rent shall abate until the Facility is restored to a condition allowing Lessee's continued use of the Facility for its intended purpose.

(g) Lessee shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the Lessee's property, or Lessee makes an assignment for the benefit of creditors.

(h) Upon any such termination as provided in this Paragraph, the Lessor shall be entitled to possession of the Leased Premises, and Lessor may recover for rent due and damages and recover possession of said Leased Premises as provided by law, and any prepaid rent will be refunded on a prorata basis.

12. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facility. Lessor shall pay when due all real property taxes and other fees and assessments attributable to the Leased Premises. Lessee shall pay, as additional rent, any property taxes or increase in property taxes levied against the Property or Leased Premises which is directly attributable to Lessee's use of the Property. Should Lessee's use of the Leased Premises be determined to fall outside the scope of those uses set forth in K.S.A. 79-254, and amendments thereto, and such use by Lessee thereby causes a loss of the tax exempt status currently existing for the Leased Premises, Lessee shall be solely responsible for any taxes and other fees and assessments assessed on the leased Property that result from the Lessee's use thereof. Lessee shall pay all such taxes and assessments when due and not allow any to become delinquent. Lessor gives the Lessee the right to appeal any tax assessment or tax increase in Lessor's name at Lessee's own expense.

13. **INSURANCE.** Lessee agrees to carry public liability and commercial general liability insurance on the Leased Premises and covering Lessee's activities on the Property during the term hereof, with companies licensed to do business in the State of Kansas for limits of not less than an aggregate amount of $1,000,000 and $500,000 per occurrence for injury or death of any one person or property damage. The Lessor shall be named as an additional insured on the policy. Such insurance coverage shall recognize this Lease and provide that Lessor and Lessee shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination, or reduction in coverage. Lessee shall also maintain worker's compensation insurance as required by law. Lessee shall, upon request by Lessor, provide Lessor with certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Lessee may satisfy the insurance requirements by obtaining appropriate endorsement to any master policy of liability insurance that Lessee may maintain.

14. **INDEMNIFICATION.**

(a) Lessee agrees to indemnify and hold harmless the Lessor and the Lessor's officers, employees, and agents, from any and all liability, loss, suits, claims, judgments, fines, or demands arising by reasons of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising directly or indirectly out of Lessee's use of or activities on the Property,

except to the extent such are caused by the Lessor or the Lessor's officers, agents, contractors or employees.

(b) Lessor shall not be liable to Lessee for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of Lessee arising from any act or neglect of any tenants or other occupants of the Property, other communications providers, or of the employees or agents of Lessee.

(c) Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatever except to extent caused by the negligence or willful misconduct of the Lessor's officers, agents, contractors or employees.

15. **MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the Leased Premises, the Property or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extend that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. **ENVIRONMENTAL.** Lessee agrees that it will conduct it activities on the Property in compliance with all applicable environmental laws. Each party agrees to defend, indemnify, and hold the other harmless from and against any and claims, causes of action, demands, and liability, including, but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that the other party may suffer due to the possible existence or the discovery of any hazardous substance on the Property or the migration of any hazardous substance to other property or released into the environment to the extent such arises out of such party's past, present, or future activities on or use of the Property. This Paragraph shall survive the termination of this Lease.

The Lessee shall inform, and has a continuing duty to inform, the Lessor, of the nature of toxic and hazardous substances used or stored on the Leased Premises, including also the type and nature of batteries and fuel supply used and stored.

17. **IMPROVEMENTS AND RESTORATION.**

(a) Lessee shall make no material changes or alteration in the Leased Premises unless it shall first have obtained Lessor's written consent thereto. Such consent shall not be unreasonably withheld, conditioned or delayed.

(b) Lessee shall within thirty (30) days after the termination of the Lease, remove Lessee' personal property without damaging or destroying any property of the Lessor. Caissons and foundations shall be removed to two feet under the ground level. Any property of the Lessee not removed within such time shall become the property of the Lessor to dispose in any way, which meets the needs and requirements of the Lessor. Lessee shall be liable and shall reimburse the Lessor for any expense or cost in removal or disposals of Lessee's personal property either abandoned or not removed in the thirty (30) day period.

(d) Upon termination, the Lessee shall surrender the Leased Premises in a clean and orderly manner and shall, as reasonably requested by the Lessor, restore the Leased Premises to a condition at least equivalent to that under which existed as of the Commencement Date, reasonable wear and tear excepted.

18. **LIENS.**

(a) Lessee shall not, during the term of this Lease, permit or suffer any lien or encumbrance to attach to the Leased Premises or any part thereof and shall indemnify and save harmless the Lessor against the same.

(b) Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property, and Lessor gives the Lessee the right to remove all or any portion of the same from time to time in Lessee's sole discretion, except to the extent access or plan approval is otherwise required by this Lease.

19. **INSPECTION AND ENTRY.** It shall be lawful for Lessor, its agents and representatives at all times to enter into or upon the Leased Premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the Property, but without any obligation to make repairs. Lessor shall not open any enclosed cabinet or vault or move Facility without prior notice to, and the presence of, the Lessee.

20. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the Lessee represent to any party that the Lessee is the owner of the real property covered by the Lease or the agent or trustee of the Lessor. Lessee understands and agrees that no authorization to act for, on or in behalf of the Lessor is granted to the Lessee.

21. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "C" hereto and incorporated herein.

22. **NO THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Lease to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Lease to maintain a suit for damages pursuant to the terms or provisions of this Lease.

23. **ASSIGNMENT AND SUBLEASE.**

(a) Provided Lessor's rights and interest are not adversely affected in the reasonable determination of the Lessor, Lessee may assign all or any part of this Lease to (i) any person or business entity which is a parent, subsidiary, or affiliate of Lessee; (ii) any person or business entity controlling, controlled by, or under common control with the Lessee, (iii) any person or business entity that is merged or consolidated with Lessee or purchases a majority or controlling interest in the ownership or assets of Lessee; or (iv) any person or business entity that, after first receiving FCC or state regulatory agency approvals, acquires Lessee's radio communications business, provided that any such assignee by such action assumes all obligations of the Lessee under this Lease. Upon notice to Lessor of such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublet this Lease, upon notice and additional compensation to the Lessor as specified above in Section 5, only if such sublease is subject to the provision of this Lease. All other assignments of this Lease must be approved in writing by Lessor, which approval will not be unreasonably withheld, conditioned or delayed. Upon approval of said assignment, Lessor agrees to look solely to assignee with regard to all conditions and provisions of this Lease.

(b) Lessor shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease, and in the Property; and, to the extent that such assignee assumes Lessor's obligations hereunder, Lessor shall by virtue of such assignment be released for such obligations.

24. **NOTICE.** All writings, notices, and demands shall be deemed given upon receipt if sent by facsimile, certified U.S. mail, return receipt requested, or hand delivered to:

LESSOR:

Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

LESSEE:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to:
Attn: Legal Dept.
And with a copy to:
T-Mobile Central LLC
4533 Enterprise Dr.
Oklahoma City, OK 73128
Attn: Lease Administration Manager

25. **SEPARABILITY.** If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **OTHER PROVISIONS.**

(a) Each party will, at any time upon fifteen (15) days prior written notice from the other, execute acknowledge, and deliver to the other a recordable memorandum of lease or affidavit of equitable interest. Either party may record this Lease, the memorandum, or affidavit at any time, in its sole discretion.

(b) Upon Lessee's request, Lessor shall provide evidence of the Lessor's ownership interest in the Property and such other information as may be reasonably requested to assure the validity and enforceability of this Lease.

(c) The Lease shall be construed in accordance with the laws of the State of Kansas.

27. AMENDMENTS; BINDING EFFECT. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease shall run with the land, apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, assigns and legal representatives, except as otherwise herein expressly provided. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Lease shall be construed in accordance with the laws of the State of Kansas.

28. MEMORANDUM. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit D may be recorded in place of this Lease by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

LESSOR
CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law

LESSEE:

By Mike Ackroyd
~~Jeff Hooper,~~ Area Director of Engineering
And Operations Mike Ackroyd

ATTEST:

Gloria Yurcus
GLORIA YURCUS

Exhibit A
Leased Premises

Exhibit B
Plans for Lessee's Facility

Exhibit C

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;

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.

If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit D
Memorandum of Lease

Assessor's Parcel Number: 136140240500200

A Lease Agreement (the "Lease") by and between the City of Wichita, a Kansas Municipal Corporation("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for an initial term of fifteen (15) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Lessee shall have the right to extend this Lease for two (2) additional and successive five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSOR: City of Wichita

By: _____

Printed Name: Carl Brewer

Title: Mayor

Date: _____

LESSEE: T-Mobile Central LLC

By: Mike Ackroyd

Printed Name: ~~Jeff Hooper~~ Mike Ackroyd

Title: Area Director of Engineering and Operations

Date: 6-6-08

[Notary block for Lessor]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by Carl Brewer, Mayor of the City of Wichita, a Kansas Municipal Corporation, on behalf of said City of Wichita,.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Lessee]

STATE OF Florida)
) ss.
COUNTY OF Hillsborough)

I certify that I know or have satisfactory evidence that ~~Jeff Hooper~~ Mike Ackroyd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/6/08

Theresa G. Brown
Notary Public
Print Name Theresa G. Brown
My commission expires 1/24/2012

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Theresa G. Brown
My Commission DD751735
Expires 01/24/2012

(Use this space for notary stamp/seal)

Memorandum of Lease
Exhibit A
Legal Description

The Property is legally described as follows:

Agenda Item No. 31

CITY OF WICHITA
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Leasing of Antenna Site at Orchard Park (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: T-Mobile has approached the City about placing a tower to provide wireless service on a site located in the eastern portion of Orchard Park. The proposal calls for a light standard on the softball field to be replaced with a monopole cell tower. Lights will be attached to the tower structure. The site has been reviewed and accepted by the appropriate staff. The Park Board approved the siting at their April meeting. The proposed tower will accommodate up to four service providers.

Analysis: The lease agreement provides for a fifteen-year term with two five-year options. Annual base rental is $10,020 with annual three percent increases. For each additional user, the base rent will increase $1,800 annually. Until such time as all four spots on the tower are leased, the City shall have the right to utilize one spot at no cost to the City. The lessee agrees not to interfere with the public purpose of the area and to make sure the leased area is secure. Upon termination of the lease, the lessee will remove the tower and replace the light standard.

Financial Considerations: The City will receive rent revenues as described above. The lessee shall be responsible for all costs of installation, operation and maintenance of the facility and the leased land upon which it is constructed.

Goal Impact: The proposed sale insures efficient infrastructure by optimizing the use of public assets and providing additional communications capacity in the area.

Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Lease and 2) Authorize all necessary signatures.

Attachments: Aerial map and lease agreement

Agenda Item No. _____

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Summer Youth Employment Program Allocation

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the recommended allocation and authorize the necessary signatures.

Background: On May 13, 2008, the City Council approved the One Year Action Plan for the 2008-2009 program year. The One Year Action Plan included recommendations for funding the Summer Youth Employment Program by contract with two agencies: Family Services Institute and Wichita Indochinese Center. After those designations, there was a balance of $29,747 for the Summer Youth Employment Program. Staff was directed to issue another Request for Proposals (RFP) for this balance.

Analysis: An RFP was issued and three agencies submitted proposals. The Grants Review Committee (GRC) met on June 5 (at which time there was not a quorum present) and on June 13. Presentations were made by the proposers at both meetings. Following the presentations the committee discussed and ranked each proposal on June 13. The Family Services Institute proposal ranked higher than the other two. Therefore the Grants Review Committee recommends that $29,747 be awarded to the Family Services Institute for the 2008-2009 program year for the Summer Youth Employment Program.

Financial Considerations: Funding is available for this program through the City's Community Development Block Grant allocation and has been designated for this purpose by the City Council.

Goal Impact: Allocation of these funds will impact the Economic Vitality and Affordable Living goal.

Legal Considerations: The City met all requirements to finalize the One Year Action Plan which was submitted and accepted by the U.S. Department of Housing and Urban Development. The allocation of $29,747 for Summer Youth Employment is included in that plan.

Recommendations/Actions: It is recommended that the City Council approve the recommended allocation and authorize the necessary signatures.

Attachments: None.

RESOLUTION NO.

A RESOLUTION APPROVING THE SELECTION OF INTRUST BANK, N.A., AS A BANKING SERVICES PROVIDER AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita approved the selection of INTRUST Bank, N.A. as a banking services provider by Resolution 03-002 in January of 2003 and Resolution 03-564 in October of 2003 and Resolution 04-048 in February 2004, Resolution 04-468 in September 2004 and Resolution 08-028 in January 2008,

WHEREAS, the City of Wichita has existing agreements for primary banking services with INTRUST Bank, N.A. and ,

WHEREAS, INTRUST Bank, N.A. (the "Bank") is qualified to serve as a designated depository of municipal funds and is capable of providing arrangements meeting the City's current needs and requirements;

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

Section 1. Approval of Bank Selection. The governing body approves the selection of the Bank to provide banking services required by the City, including service as a designated depository of municipal funds pursuant to K.S.A. 9-1401, which deposits are to be secured by pledges of acceptable securities, as provided by K.S.A. 9-1402 and K.S.A. 9-1405, all as amended.

Section 2. Transfer Authority and Execution of Documents. The Interim City Manager is hereby authorized and directed to agree upon, with representatives of the Bank, and to enter into agreement(s) setting forth, the terms and conditions upon which the Bank, in accordance with the specifications established by the City's Finance Department (and in forms approved by the City Attorney), will receive and maintain deposits and make transfers of the City's funds to or from any account of the City, wherever maintained, or from any account of the City to any firm, person, or bank, when acting upon requests, or orders, and that such terms and conditions may authorize the Bank to act upon requests received by voice communication given in accordance with procedures agreed upon with the Bank in writing and signed by either of the City's officers or agents listed below:

_____
Scott Moore, Interim City Manager

_____
Kelly Carpenter, Director of Finance

Furthermore, the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s), for and on behalf of the City.

Section 3. Delivery of Documents; Further Authority. The Interim City Manager, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced agreement(s), and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

Section 4. Certification. The City Clerk or any Deputy City Clerk is hereby authorized and directed to certify this Resolution to the Bank.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage by the Governing Body of the City.

ADOPTED by the governing body of the City of Wichita, Kansas, this 15th day of July, 2008.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. 33

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council

SUBJECT: Banking Services Resolution

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: In January, 2008, the City Council adopted resolution # 08-028 reaffirming the selection of Intrust Bank, N.A. to provide banking services required by the City and updating authorizations for the preparation, execution and delivery of agreements in connection therewith. The term of the original banking services agreement was from June 1, 2003 through May 30, 2004, with options to renew under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. The original agreement was amended in May 2008 to extend the term of the contract to November 2008 to allow completion of the Request for Proposal process. The resolution specifically gave authority to the City Manager and Director of Finance to enter into agreements with the bank to establish authorizations and to conduct or establish banking procedures.

Analysis: The City Council has appointed Scott Moore as Interim City Manager, effective July 14, 2008. A new resolution is required granting authority to Scott Moore and removing the authority of H. E. Flentje.

Goal Impact: This action impacts the Internal Perspective and allows continued banking services and efficient delivery of Treasury services to both internal and external customers.

Financial Considerations: There are no costs involved in changing the resolution.

Legal Considerations: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the resolution updating authorization and providing Scott Moore and Kelly Carpenter authority to execute banking documents on behalf of the City of Wichita.

Attachment: Resolution

City of Wichita
City Council Meeting
July 15, 2008

TO: Mayor and City Council Members

SUBJECT: Chapin Landfill Methane Gas (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve necessary expenditures.

Background: The Chapin Landfill operated from approximately 1954 until 1987, accepting municipal, commercial and industrial solid waste generated primarily by the City of Wichita and its surrounding towns. The, now closed, landfill is located at 3800 S. Hydraulic, closely bordering the Lamplighter Mobile Home Park and Starlite Drive-in Theatre.

On June 25th, 2008, during a routine walking leak survey, Kansas Gas Service detected methane gas in the northwest corner of the adjacent mobile home park. Upon further investigation by Kansas Gas Service (KGS), the Kansas Corporation Commission (KCC), the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Chapin Landfill was determined to be the source of the subsurface methane gas.

In the interest of public safety, the Public Works and Environmental Services departments immediately initiated precautionary measures and remediation efforts. Those efforts are ongoing and focused on mitigating any immediate risk to health and property, while developing a viable, permanent remediation system.

Analysis: Actions immediately initiated in response to the exigent circumstances included the procurement of various services rendered by Duling Construction, Geotechnical Services, Inc., Burns & McDonnell, Westar Energy, D&D Equipment, and others. The services provided ranged from the collection of gas concentration data, to the excavation of a passive soil venting trench and the installation of soil vapor extraction wells, and were instrumental in expediting the safest possible condition.

In addition to measures already planned or taken by the City, the KDHE has outlined several requirements that must be satisfied. A brief summary of those requirements follows:

1) Install permanent landfill gas monitoring probes around the perimeter of the landfill by July 11, 2008.
2) Develop and submit for approval a detailed monitoring plan.
3) Develop and submit for approval a remediation plan within 60 days of the detected methane gas concentration exceedance.
4) Develop and submit for approval a formal landfill gas response plan.

Financial Considerations: The initial estimate of $1.8 million includes the services of several entities including but not limited to Duling Construction, Burns and McDonald Consultants, Geotechnical Services, Inc. and Westar Energy. Funds are available in the Landfill Post Closure budget. The expenditures itemized below are strictly preliminary and subject to change as the process continues.

Estimated Exigent Expenses Incurred	Cost
Temporary resident relocation	$ 10,000.00
Geoprobing, well material and vent labor	5,500.00
Permanent landfill gas monitoring wells	10,000.00
Trench installation, compressor provision and operation	25,000.00
Manifold wells, connect to blower, install extraction wells	30,000.00
10 passive vents in mobile home park	3,500.00
Design Fees	71,600.00
Generator rental and fuel	27,000.00
Methane monitors & blowers for 8 impacted homes	8,000.00
Interim methane monitoring	60,000.00
Electrical power supply and extension	15,000.00
Fence rental	1,000.00
Estimated Future Expenses	
Blower rental	7,500.00
Permanent remediation system (potential construction costs, etc.)	1,500,000.00
TOTAL ESTIMATED COSTS TO DATE	**$1,774,100.00**

Goal Impact: These expenditures support the Safe and Secure Communities Goal by ensuring the continued safety of the citizenry.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council be advised of the situation and approve necessary expenditures (current, future and unforeseen) to address the elevated concentrations of methane gas discovered beyond the boundary of the closed Chapin Landfill. As long-term plans and needs develop, those items will be formally presented to the Council for individual consideration and approval.

Attachments: None.