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**FINAL**  
**CITY COUNCIL**  
  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. May 19, 2015

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
  - Invocation
  - Pledge of Allegiance
  - Approve the minutes of the regular meeting on May 12, 2015
- 

**AWARDS AND PROCLAMATIONS**

- Proclamations  
Wichita River Festival  
Asian-Pacific American Heritage Month  
National Public Works Week
- Awards  
GFOA Distinguished Budget Award

**I. PUBLIC AGENDA**

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

1. Kevin Kimmel - Wichita Water Department policies.
- 

**II. CONSENT AGENDAS ITEMS 1 THROUGH 26**

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

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

**\*\*\*WORKSHOP TO FOLLOW\*\*\***

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. Kansas Global Trade Services 2015 Economic Development Services Agreement.

RECOMMENDED ACTION: Approve the proposed 2015 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2015 and authorize the necessary signatures.

2. Petition to Renovate Building Facade at 518 S. Commerce Street. (District I)

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

3. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: (1) ratify the award of the bids by the City Manager for each series of Bonds; (2) adopt the Bond Ordinances on a Declaration of Emergency basis; (3) adopt the Bond Resolutions; and (4) authorize the necessary signatures.

4. 2015 Wichita River Festival Resolution - Community Event with Alcohol Consumption.  
(Districts I, III, IV and VI)

RECOMMENDED ACTION: Adopt the Resolution to allow alcohol consumption upon sidewalks and public streets during the Wichita River Festival, May 29 through June 6, 2015.

5. 2015 Wichita River Festival Resolution – Gating A. Price Woodard Park and the Hyatt Regency Wichita Lawn.  
(Districts I, III, IV and VI)

RECOMMENDED ACTION: Adopt the Resolution to allow the Wichita Festivals, Inc., to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2015 Wichita River Festival.

6. Community Events - 2015 Wichita River Festival. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the licensing report, street closures and request for permit for the 2015 Wichita River Festival, per the MOU between the City and WFL.

7. **Amendment to City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services.**

RECOMMENDED ACTION: Approve the amendment to the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

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

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

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

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

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

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 26)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated May 18, 2015.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2015</u>	<u>Address</u>
Patrick J Pelkowski	May 30 and 31, 2015	O J Watson Park

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Jeff Clark	Riverside Tennis Center**	551 Nims
BT Concepts Rock Road LLC	Bricktown Brewery**	2035 North Rock Road

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Tammy Quach	Phamily Express***	1203 East Pawnee

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

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

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Petitions for Improvements to Rockwood South Third Addition. (District II)
- b. Petitions for Improvements to Brentwood South Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept the documents.

7. Agreements/Contracts:

- a. Improvements to the 21st Street North Bridge between Mosley and New York. (District VI)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

8. Design Services Agreements:

- a. Supplemental Design Agreement No. 1 for 37th Street North, Oliver to Woodlawn. (District I)  
b. Supplemental Agreement No. 1 for Improvements to 143rd Street East, Kellogg to Central. (District II)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

9. Change Order:

- a. Change Order No. 2 for K-96 and Hoover Interchange. (Districts V and VI)

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

10. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 1318 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)  
b. Acquisition of a Temporary Construction Easement at 1412, 1418, and 1422 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)  
c. Acquisition of a Sanitary Sewer Easement at 10100 Shannon Woods Circle. (District II)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Wichita Airport Advisory Board, April 6, 2015  
Board of Building Code Standards and Appeals, April 6, 2015  
Joint Investment Committee, April 2, 2015  
Joint Investment Committee, April 10, 2015

RECOMMENDED ACTION: Receive and file.

12. Agreement for Golf Course Pro Shop Sales Services. (Districts I, III, IV and VI)

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

13. Approval of a Cathodic Protection Permit in the 9000 Block of E. Kellogg. (District II)

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

14. Bicycle Enhancement Projects. (Districts I, II, IV, V, and VI)

RECOMMENDED ACTION: Approve the revised budgets, adopt the amending resolution, and authorize the necessary signatures.

15. Disposition of Weapons.

RECOMMENDED ACTION: Receive and file the list of weapons.

16. HOME Program - Amendment to Housing Development Loan Program Funding Agreement, Wichita Habitat for Humanity, Inc. (District I)

RECOMMENDED ACTION: Approve the contract amendment providing for the change in addresses of the HOME-assisted units, and authorize the necessary signatures.

17. HOME Program - Community Housing Development Organization Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

RECOMMENDED ACTION: Approve the contract amendment providing for change of address of a HOME-assisted unit and additional funding, and authorize the necessary signatures.

18. Purchase Option, Didcot, L.C. (District II)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to Didcot, L.C. and authorize the necessary signatures.

***19. Sale of City Property Adjacent to 1103 N. Pearce. (District VI) (PULLED PER MANAGER)***

20. Transit Station License Agreement for Bus Stop at 11411 E. Kellogg. (District II)

RECOMMENDED ACTION: Approve the transit station license agreement and authorize all necessary signatures.

21. Evaluation and Salary Increase for City Manager.

RECOMMENDED ACTION: Restore the City Manager's original car allowance of \$6,600.

***22. Amendment to City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services. (MOVED TO NEW BUSINESS, IV-7)***

23. Second Reading Ordinances: (First Read May 12, 2015)

- a. List of Second Reading Ordinances (First read May 12, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

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

24. \*ZON2015-00013 and CUP2015-00005 – City Zone Change from SF-20 Single-Family Residential to LC Limited Commercial and Creation of the Cadillac Lake Commercial Community Unit Plan, CUP DP-336, on Property Generally Located on the Southeast Corner of 29th Street North and Maize Road. (District V)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zoning, subject to platting within a year and subject to the recommended provisions of CUP DP-336 (a simple majority vote) and instruct the Planning Department to forward the ordinance for first reading when the plat is completed.

25. \*ZON2015-00015 – City zone change request from GI General Industrial to SF 5 Single family on property generally located north of 39th Street North on the west side of Hydraulic Avenue south of Chisholm Creek Floodway. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

## **II. CONSENT HOUSING AGENDA ITEMS**

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

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

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

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

26. \*Smarte Carte, Inc., Supplemental Agreement No. 3 Wichita Dwight D. Eisenhower National Airport.

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

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Kansas Global Trade Services - 2015 Economic Development Services Agreement

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the contract.

**Background:** City of Wichita has contracted for economic development services from Kansas Global Trade Services (KGTS), formerly Kansas World Trade Center (KWTC), in annual amounts of \$50,000, starting in 1998 and continuing through 2014. KGTS, in partnership with the Greater Wichita Economic Development Coalition, has been a lead organization for the development of a regional export plan and is now requesting additional funding to implement the export plan.

**Analysis:** Kansas Global Trade Services' mission is to promote and facilitate international trade through education, communication, research and assistance. KGTS provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. KGTS also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

KGTS provides a variety of services for the City of Wichita, including assisting with Sister Cities activities, management of the Global Air Capital-China program and generally assisting Visit Wichita, Greater Wichita Economic Development Coalition (GWEDC), Chamber of Commerce and other community organizations with various international trade issues.

Under the proposed contract with the City, the scope of services provided by KGTS is expanded to include management of the Wichita-South Central Kansas Regional Export Plan and all activities related to the implementation of this program. In 2013, the Brookings Institute and JP Morgan Chase (JPMC) selected a 10-county region in south-central Kansas to participate in the Global Cities Initiative, one of 28 communities invited to do so. Through this Initiative, Brookings and JPMC provided assistance in the development of a regional export plan (see the attached Export Plan for more specifics). An assessment of needs was conducted through the completion of almost 300 online surveys as well as interviews with over 20 chief executive officers. Almost 100 individuals from the region participated in a year long process of developing the Export Plan.

The assessment identified five key issues.

1. Wichita-South Central Kansas is export dependent, but not highly globally oriented.
2. The Regional economy is vulnerable to the volatility of aviation exports.
3. 90% of the exports in the region are goods, and aviation is dominant.
4. Many current exporting companies are passive in their decision to export and in their selection of export markets.
5. Most exporting companies don't use export assistance because they are not aware it is available.

To address these issues, five objectives were identified with specific strategies and tactics to accomplish these objectives.

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30% in five years and of service exports by 15% in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year and introducing exporting as a growth strategy to 100 companies in five years.

Global trade opportunities in all sectors will be aggressively pursued through the implementation of the Export Plan, but China will be a key export partner based upon the development of the Global Air Capital-China program in recent years and the relationships developed through those efforts.

The operating budget to implement the Export Plan is estimated at \$320,000 annually. KGTS anticipates receiving \$80,000 from the State and is requesting the City's participation at \$200,000. This would leave an additional \$40,000 for KGTS to secure from additional sources. KGTS estimates it has provided \$80,000 of in-kind services to this project to date.

JP Morgan Chase also has a foundation that provides grants to organizations and communities. As a participant in the Global Cities Initiative, JPMC has agreed to provide a grant of \$50,000 to the 10 county region. Companies can apply for a \$5,000 grant, which must be matched by the company, to be used for research and consultation for global market expansion, trade show attendance, foreign product certification and other uses. To date, eight of the 10 counties have committed funding to achieve the match. Additional donations have been committed from private entities as well. Any funding achieved beyond that required for the Export Accelerator program will be credited toward the \$40,000 remaining for the Export Plan.

The Wichita Metropolitan Statistical Area (MSA) currently accounts for 85% of the exports in the 10 county region. If the City of Wichita approves this request, it will be funding approximately 85% of the cost to run the Export Plan and the Export Accelerator program.

KGTS will also continue to provide economic development services to increase international trade activity, for the period starting January 1, 2015 and ending December 31, 2015.

**Financial Considerations:** Payment for the contractual services will not exceed \$200,000 per year. Funds for this purpose are allocated and will be paid from the General Fund.

**Legal Considerations:** The Economic Development Services Agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed 2015 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2015 and authorize the necessary signatures.

**Attachments:** Economic Development Services Agreement  
Performance Metrics  
Regional Export Plan

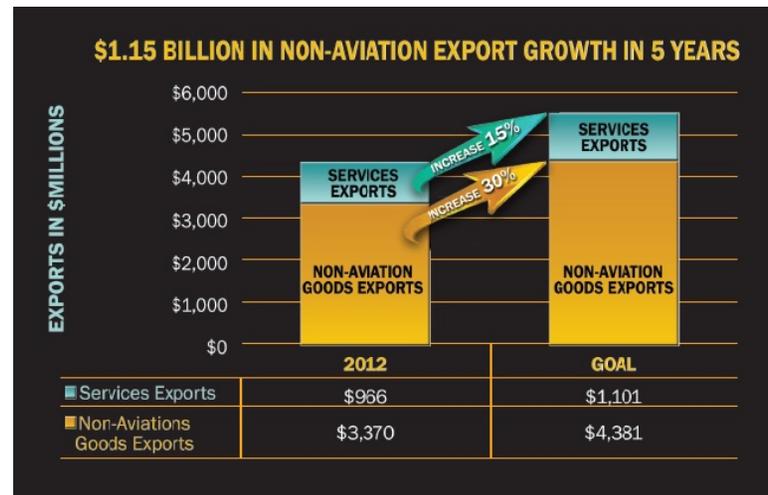
# Performance Metrics: Wichita-South Central Kansas Regional Export Plan

## Goal:

Nurture an intentional export economy in the Wichita region that accelerates job growth, diversifies exports and improves global competitiveness and fluency.

## Objectives:

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30 percent in five years and of services exports by 15 percent in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year, and introducing exporting as a growth strategy to 100 companies in five years.



**NOTE: Regional community leaders play an integral role in economic development and are defined as: economic development organizations (EDO), Chambers of Commerce, city and county government personnel, elected officials, bankers, and others as may lead a local community.**

<b>Strategy 1: Build a thriving export assistance system</b>			
<b>Lead</b>	<b>Tactics</b>	<b>Metrics</b>	
<b>Network Kansas</b>	1. Position Network Kansas as centralized call in center for export service referrals.  *Expect increase as awareness grows *Consider use of website analytics	# of Call-Ins	24 per year *
		# of Referrals from Ks Dept of State and/or Network Kansas website	35 per year *
<b>Kansas Global</b>	2. Authorize Kansas Global as the point of contact for export assistance, management of export plan implementation and nurturing of the export assistance system in the Wichita-South Central Kansas region.	# Direct Assistance Instances	150 per year
		# of Referrals	100 per year (export & domestic)
		Export Plan Reporting	Quarterly
<b>Kansas Global</b>	3. Establish grant program for companies to access export assistance, e.g. education, export financing, product certification & licensing programs.	# of applications	30
		# of companies receiving grants	20
		# Grants processed	30
		Dollars granted	\$100,000 total
		Value of exports for companies using program	Total international sales of \$1,000,000 over 5 years
<b>MAMTC</b>	4. Develop trade mentor program connecting experienced exporters to new exporters.	# of companies connected to mentor network	5 per year

		# of mentors in network	5 per year w/ annual increase of 2 mentors, each year
		# of success stories	2 per year

<b>Strategy 2:</b>	<b>Integrate support for global opportunities into larger economic development system.</b>		
<b>Lead</b>	<b>Tactics</b>	<b>Metrics</b>	
SBDC & KGTS	1. Establish an export training program for community leaders that demonstrates the economic impact of exports, promotes exports as a growth strategy, identifies exporters in their communities and integrates export expansion tactics into existing economic development strategies.	Participate in EDO/Manufacturer Roundtables	4 total for year
		Did County or EDO include export plan in its budget?	Percentage
		# of one-on-one outreach calls with EDOs	20 per year
		EDO export training	2 per year
REAP, SCKEDD, GWEDC	2. Position an existing regional economic development entity to guide programmatic and policy development regarding trade.	# of EDOs including trade policy in legislative agendas	Total number of EDOs participating in trade policy
Workforce Alliance	3. Engage higher education to integrate global fluency in the educational system.	Global Cultural Associations Catalogued	Percent complete Annual
		Cultural exchanges in Primary/Secondary Schools catalogues	Percent Complete Annual
		Global program included in one institution of higher learning that promotes a global outlook, e.g. internships, co-ops	1 per year

<b>Strategy 3:</b>	<b><i>Catalyze export growth for companies in the aviation supply chain.</i></b> Recognizing that aviation exports are dominant, provide trade policy support to OEMs while building a more export-oriented, globally competitive supply chain.		
<b>Lead</b>	<b>Tactics</b>	<b>Metrics</b>	
GWEDC	1. Position an existing aviation advisory group to develop industry-specific trade policy, education, trade show and trade mission opportunities.	Work Group formed	Y/N
		Trade Policy Memo Complete	Y/N
		Global Needs Assessed & Reported	Y/N
KGTS & CEDBR	2. Identify and catalogue export opportunities for aviation suppliers.	Export Opportunities Report Complete	Y/N/Percentage
		# New Exporters	5 per year
		# New Markets for Existing Exporters	Annual Tally
		# Referrals	15 per year
		\$ Value or percent exports	\$ Value or Percent
KGTS	3. Provide one-on-one connections for aviation suppliers, starting with the China market.	# Introductions	30 per year
		# Companies attending trade shows	5 per year
		# Companies attending trade missions	5 per year
		\$ Value or percent exports	Annual Tally

<b>Strategy 4:</b>	<p><b>Target under exporting companies in key regional industry clusters (non-aerospace).</b>  Proactively work with non-exporters and under-exporters in target industries or “clusters” to increase the # of exporting companies and increase exports per company  TARGET SECTORS: FOOD, MACHINERY, FABRICATED METAL PRODUCTS, CHEMICALS, ELECTRICAL EQUIPMENT, MEDICAL SERVICES, PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES, AND SUPPORT SERVICES FOR TRANSPORTATION</p>		
<b>Lead</b>	<b>Tactics</b>	<b>Metrics</b>	
<b>KGTS</b>	1. Provide export opportunity assessments (EOA) to firms in target sectors.	One-on-one Outreach Meetings	25 per year
		# Export Opportunity Assessments	10 per year
<b>KGTS, CEDBR &amp; Universities</b>	2. Commission or identify existing market research in target sectors to catalogue export expansion opportunities.	Market research delivered	Annually
		# Universities participating	2 total
		# Companies receiving customized market research	4 per year
<b>KGTS &amp; MAMTC</b>	3. Expand existing export education and establish in-depth export accelerator program for companies in target sectors.	# Companies attending seminars	20 per year
		# Companies Receiving Intensive Export Training	8 per year
<b>KGTS</b>	4. Expand existing in-country trade partnerships to include target sectors.  * Anticipate increase per year if increased engagement and/or budgeting	# Partnerships/MOUs entered	1 per year
		# Foreign Direct Investment opportunities identified	Catalog & Refer
		# Outbound trade missions (participant funded)	1 per year

		# Inbound trade missions	2 per year
		# New Companies participating	5 per year

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT**  
**between the**  
**CITY OF WICHITA**  
**and the**  
**KANSAS GLOBAL TRADE SERVICES**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Wichita (hereinafter referred to as the “City”) and the Kansas Global Trade Services, Inc. (hereinafter referred to as “KGTS”);

WHEREAS, the growth of local businesses and an educated workforce are critical to the City’s economic future;

NOW THEREFORE, the parties do mutually agree as follows:

**SECTION 1. ACCOUNTABILITIES and INCORPORATION BY REFERENCE**

KGTS agrees to carry out, under the direction of its President, programs in business expansion and workforce development designed to meet the objectives in Exhibit “B”.

**SECTION 2. TIME of PERFORMANCE**

The services of KGTS will commence January 1, 2015 and will continue under this agreement until completion, or no later than December 31, 2015.

**SECTION 3. REPORTS**

The KGTS shall provide three (3) copies of the reports specified in Exhibit “B” to the City on a quarterly basis.

**SECTION 4. EQUAL OPPORTUNITY and AFFIRMATIVE ACTION**

KGTS agrees to comply with the provisions set forth in Exhibit “A” during its performance under this agreement.

**SECTION 5. BUDGET**

Professional Services:

January 1, 2015 to December 31, 2015

**SECTION 6. COMPENSATIONS and PAYMENTS**

The total amount of compensation to be paid to KGTS under this agreement shall not exceed \$200,000. Payments under the 2015 budget will be made in quarterly installments. Each installment shall be in the amount of \$50,000.00. In the event the expenditures for the specified objectives are less than the budget, the City’s share of the under-spending shall be promptly returned to the City. In the event that services requested fall outside the scope of this contract, the KGTS will charge an hourly rate of \$100 plus any direct expenses. This additional work must be authorized by the City Manager prior to its commencement.

SECTION 7. APPENDICES

All exhibits referenced in this agreement are hereby incorporated as though fully set forth herein.

EXHIBIT "A" City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts and Agreements

EXHIBIT "B" Business Accountabilities

SECTION 8. INDEPENDENT CONTRACTOR

KGTS and City agree that KGTS renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of City.

SECTION 9. INTEREST of PUBLIC OFFICIALS and OTHERS

No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decisions relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

SECTION 10. ASSIGNMENT

The rights and obligations of KGTS hereunder shall not be assigned to any other entity without the prior written approval of the City.

SECTION 11. CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION 12. AUTHORITY

Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of an entity that is a party hereto.

SECTION 13. PROVISION RELATING to the BUDGET LAW and CASH BASIS LAW

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

SECTION 14. TERMINATION of CONTRACT

A. Termination for Cause. If KGTS shall fail to fulfill in a timely and proper manner its obligations under this contract, or if KGTS shall violate any of the terms or conditions of this contract, City shall thereupon have the right to terminate this contract by promptly giving written notice to KGTS of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and its exhibits. The City shall not be obligated to compensate KGTS for services rendered after the date of giving of written notice of termination for cause.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination.

SECTION 15. REPORTS and INFORMATION

Each calendar quarter during the term of this contract, KGTS shall furnish to the City, in such form as city may require, such statements, records, reports, data and information as the City requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by KGTS under this contract are confidential. KGTS will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

SECTION 16. INDEMNIFICATION AGREEMENT

KGTS hereby expressly agrees and covenants that it will hold and save harmless and indemnify the City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of KGTS or of any employee or agent of KGTS or any of them.

SECTION 17. NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below:

City: Office of the City Manager  
City of Wichita  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, KS 67202

KGTS: Karyn Page  
President/CEO  
Kansas Global Trade Services, Inc.  
800 E. 1<sup>st</sup>. St. N., Ste. 200  
Wichita, KS 67202

SECTION 18. COMPLIANCE WITH ANTICORRUPTION LAWS

KGTS covenants that it has not and will not violate applicable anticorruption laws, including without limitation, the Foreign Corrupt Practices Act (“FCPA”), the United Kingdom Bribery Act of 2010 (UK Bribery Act”), the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions (“OECD Convention”) and any other or similar laws in effect in, or pertaining to activity conducted in, China. KGTS further covenants that it has not and will not, directly or indirectly, give or offer anything of value, including, but not limited to, cash, contributions, gifts, or entertainment, to foreign or domestic government officials or to any private commercial person or entity for the purpose of gaining an improper business advantage in violation of any such applicable anticorruption laws and that it has or will establish sufficient internal controls and procedures to ensure compliance with applicable anticorruption laws, including but not limited to, the FCPA, the UK Bribery Act, the OECD Convention and any other or similar laws in effect in, or pertaining to activity conducted in, China.

SECTION 19. AMENDMENTS

To provide necessary flexibility for the most effective execution of this contract, whenever both City and KGTS mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract when approved by the City Council and Board of KGTS.

CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

KANSAS GLOBAL TRADE  
SERVICES, INC.

\_\_\_\_\_  
Karyn Page, President/CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

**Exhibit "A"**

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively

total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **Exhibit “B”**

### **Kansas Global Trade Services Business Accountabilities**

The Kansas Global Trade Services, Inc. (hereinafter “KGTS”), as a condition of its agreement with the City of Wichita (hereinafter “City”) will provide service aimed at increasing international trade in the Wichita area.

#### **SERVICES TO BE PROVIDED**

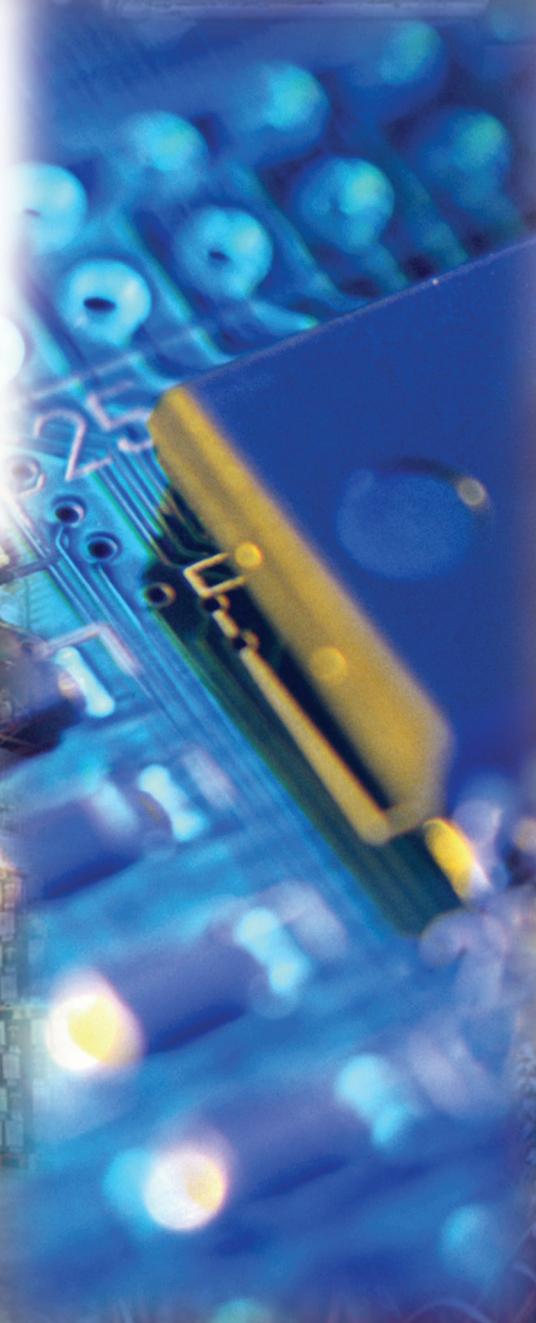
KGTS will manage implementation of the Five-Year Wichita-South Central Regional Export Plan. The goal, Objectives, Strategies and Tactics of the Export Plan were agreed by consensus by the Regional Export Planning Team, consisting of nearly 100 persons from companies, governments and economic development organizations from all 10 counties. The Performance Metrics attached include the Metrics for all responsible organizations. All metrics identified for “Kansas Global” or “KGTS” are the metrics by which KGTS will be measured under this Agreement.

#### **REPORTING**

The City will receive quarterly reports from KGTS.



WICHITA-SOUTH CENTRAL  
**KANSAS**  
**REGIONAL**  
EXPORT PLAN





# THE EXPORT IMPERATIVE FOR THE WICHITA-SOUTH CENTRAL REGION

GLOBAL CITIES INITIATIVE, A JOINT PROJECT OF  
BROOKINGS AND JPMORGAN CHASE



## THE REGION'S EXPORT MOMENT

**G**lobal dynamics severely impacted the region during the recession. Because of its dependence on the volatile global aviation industry, the region has been at the mercy of significant economic and employment shifts. Now, the region needs a plan to address changes in the aviation industry and lead underachieving sectors into the global marketplace.

Between 2008 and 2012, the recession destroyed 31,000 jobs or 10 percent of Wichita's workforce. The majority of those employees worked in the region's aviation industry, which employs half of all manufacturing workers in the area. Illustrative of the total impact, manufacturing employment accounted for approximately 18.2% of total employment, more than double the national percentage (8.8%).<sup>1</sup>

Export performance also has a significant impact on the region's economy. Total exports in the Wichita metro have contributed more than 20% to gross metro product annually since 2003. Wichita recorded a 22.3 percent growth rate from 2003-2008; one of four metros in the nation to double exports. However, Wichita's export growth performance from 2003-2013, inclusive of the recession, was a dismal negative two percent, and lagged its peers and the U.S. as a whole.<sup>2</sup>

The aviation industry dominates export performance in the region, averaging more than 50 percent of total Wichita metro goods exports for the last decade. During the recent recession, the global general aviation industry, including Wichita, experienced significant decline, tumbling from a historical high of \$6.437 billion exports in 2008

to \$3.561 billion exports in 2010, taking a nearly 45% nosedive.<sup>3</sup> The average annualized growth rate for aviation exports from Wichita from 2003-2013 was only 1.5 percent.<sup>4</sup>

The slow growth of aviation exports masks stronger growth of exports in other industries. From 2003-2012 the next highest concentration of exports, machinery manufacturing, accounted for 7.3 percent of total exports and grew at an average annual rate of 2.9 percent, nearly double the growth rate of aviation. Petroleum and coal products, computers and electronics, and food manufacturing grew at average annual rates of 33.8 percent, 7.3 percent, and 6.2 percent respectively, although proportionately they accounted for a very small amount of exports.<sup>5</sup>

Approximately 90 percent of the exports in the region are goods produced, but three services categories grew at greater than 10 percent annualized rate from 2003-2013. Support services (for goods industries) grew 13.4 percent annually, while financial services and engineering services both grew 11.3 percent annually.<sup>6</sup>

### FOOTNOTES

1-6 Brookings 2013  
export data



**W**hile Wichita has yet to fully recover from the recession, exports played a crucial role in economic recovery in the United States. U.S. exports reached a record high in 2013 at nearly \$2.3 trillion, logging a 44 percent increase in the dollar value of exports post-recession. Export growth since the end of the most recent recession has averaged close to 10 percent, with growth in the exports of goods averaging 10.4 percent over the last four years and the growth in the export of services averaging 7.6 percent.<sup>7</sup> In contrast, U.S. GDP growth averaged only 1.08 percent for the same period.<sup>8</sup>

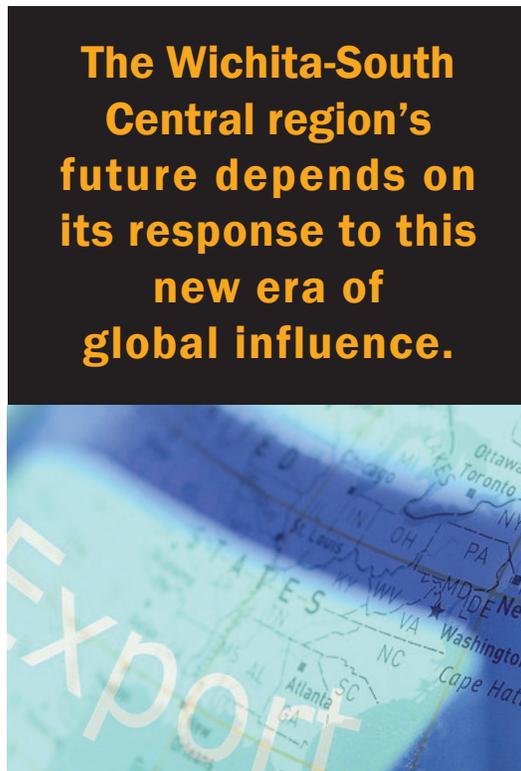
According to the U.S. Department of Commerce, jobs supported by total exports were 11.3 million in 2013, an increase of 1.6 million since 2009, with goods exports accounting for 64 percent of jobs and services exports accounting for 36 percent.<sup>9</sup> This is significant as it shows the contribution of exports to the economy and jobs as the nation recovers from the recession.

Additionally, metros have had a profound impact driving post-recession growth. According to the Brookings Institution in a report titled *Export Nation 2013*, from 2009-2012 the largest metro areas contributed 54 percent of the nation's total exports.<sup>10</sup>

The region's future depends on its response to this new era of global influence. With the general aviation industry still unrecovered, and employment challenges remaining, economic development efforts must be centered on job creation and industry diversification. The region can no longer solely rely on the U.S. domestic market or the aviation industry for its well-being and future prosperity.

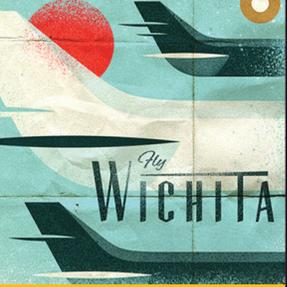
Exports, while not the entire answer to regaining jobs lost, are an

essential element in a globally competitive regional economy. For that reason, the region embarked on a year long process to strategically respond to this changing environment.



**FOOTNOTES**

- 7. International Trade Administration data
- 8. The World Bank data
- 9. International Trade Administration data
- 10. Brookings 2013 export data



## THE REGION'S RESPONSE TO THE CHANGING GLOBAL ECONOMY

The severity of the recession necessitated a new and aggressive approach. A few community leaders had determined that exports play a vital role in Wichita's economy, but the area was largely under-explored and had minimal support from uncommitted resources. An invitation to apply to the Global Cities Initiative (GCI) provided the region the platform needed to come together for its global future. The application itself required the community to take its first step by committing resources to support the export plan. As a result, Wichita was selected as one of only twenty Metropolitan Statistical Areas (MSAs) to join the GCI based on demonstrated commitment to performance on exports, capability and readiness to complete a year-long export planning program.

To begin, the export planning leadership team was formed. Called the Core Team, it brought together city, county and state government with economic development and trade professionals— for the first time. In addition, two individuals committed to act as the business and political champions to promote the benefits of exports to the general public, and were added to the Core Team. Funding for the year-long effort was provided by the City of Wichita, Sedgwick County, Greater Wichita Economic Development Coalition (GWEDC), the Regional Economic Area Partnership (REAP), and Workforce Alliance of South Central Kansas – receiving unanimous support even in resource

constrained and highly sensitive political environments. Kansas Global Trade Services (Kansas Global), one of the region's primary export assistance organizations, won a supplemental contract through Wichita State University's (WSU) Investing in Manufacturing Communities Partnership (IMCP) grant, making the export plan part of the WSU-IMCP final work product. In addition, Kansas Global and core members have loyally dedicated hundreds of in-kind hours to complete this project.

The Wichita and South central Kansas Region is not well known for cooperatively working together. For this reason, great care was taken to secure commitment from nearly 100 individuals representing companies, government and economic development organizations from all ten counties – forming the Regional Export Planning Team (REPT). To maximize contribution, the REPT divided into five working groups covering infrastructure, workforce, supply chain, under exporters, and communications and government relations. It focused its energy at five meetings where each group methodically examined the region's overall economic and specific export performance, export opportunities and the export support system. Through the entire process, the REPT's primary focus was how to meet the needs of exporting companies as well as offering assistance to those who could increase their exports.



The Core Team, while leading the REPT and the export planning process, worked in concert with Brookings and JPMorgan Chase, the WSU-led IMCP program and REAP's South Central Kansas Prosperity Planning project. It built upon Kansas Global's Rural Business Opportunity Grant from the United States Department of Agriculture (USDA) to provide export technical assistance and export impact training to rural communities. Kansas Global's relationship with the City of Wichita to deliver trade facilitation programs and provide trade assistance to Wichita companies provided a solid foundation. The project also benefited from more than four-decades of cultural exchange and education programs led by Wichita Sister Cities, World Trade Council, universities, and many other trade associations. During the

project, the Kansas Department of Commerce contracted Kansas Global to deliver an export outreach program throughout the entire state, using lessons learned from the export planning process. Informational meetings, public speaking engagements and media interactions were conducted around the region, to the Kansas legislature, the Kansas federal delegation and the Kansas League of Municipalities to help the community understand the impact of exporting and the importance of such planning efforts for the region's future.

It was truly a regional effort squarely focused on building a better future. Every voice had an audience, every opinion was considered, and every idea was examined. This is the first export plan in the Wichita-South Central Kansas region, and represents the region's required response to global economic challenges.



***The 10-county region includes Butler, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Sedgwick and Sumner counties, and is the labor shed for the region.***

## MARKET ASSESSMENT

**E**conomic and export performance data was analyzed from Brookings, the International Trade Administration, U.S. Department of Census, and the Bureau of Labor Statistics.

Data analysis was augmented with results from 278 private sector online surveys and input from 23 executive interviews. Crafting an export plan based on independent data combined with direct input from companies gave the plan reliability and integrity.



## **#1 Wichita-South Central Kansas is export dependent, but not highly globally oriented.**

The region's export-dependent economy ranked #3 of the top 100 metros in 2012 in export intensity. Baton Rouge LA and Ogden UT were #1 and #2 at 30.5 percent and 29.2 percent respectively.<sup>11</sup> In 2013, Wichita ranked #2 with 24 percent export share of GDP.<sup>12</sup>

Despite this reliance on exports, the region lacks a global outlook. Most decision makers in the city, county and economic development leadership positions were initially not aware of the large contribution exports made to the economy. Prior to embarking on the export planning project, regional community leaders and the business community at large did not understand the importance of exports to the economy and the business opportunity presented by them. In general, the population lacks a global view and is more comfortable interacting within U.S. borders. This may be due to population demographics. According to the 2012 American Community Survey, only 6 percent of the population in the ten county region was born outside the U.S. and 88.6 percent of the population speaks only English.<sup>13</sup>

**#2 The Regional economy is vulnerable to the volatility of aviation exports.** Tied to larger trends in the global aviation industry, the region's aviation exports have a history of volatility, growing 117.7 percent from 2004 to 2007, and then plunging 33 percent to just over \$4 billion in 2009. Prior to 2004, Wichita export data is not available, but review of Kansas aviation exports from 1999

to 2003 showed a sharp decline of more than 38 percent. The Wichita economy is vulnerable to the volatility of aviation exports. Tied to larger trends in the global aviation industry, Wichita's aviation exports have a history of volatility, growing 117.7 percent from 2004 to 2007, and then plunging 33 percent to just over \$4 billion in 2009. Prior to 2004, Wichita export data is not available, but review of Kansas aviation exports from 1999 to 2003 showed a sharp decline of more than 38 percent.<sup>14</sup>

## **#3 Ninety percent of the exports in the region are goods, and aviation is dominant.**

90 percent of the exports in the region are goods, and aviation is dominant.<sup>15</sup> The region was the most goods dependent export economy in 2012 according to Brookings' Export Nation report. Of the goods production, over half is attributed to aerospace manufacturing. Machinery, petroleum and coal products, computers and electronics, chemicals, fabricated metal products, and food products are the other key export industries, which together with aviation exports comprise three-fourths of all goods exports in the region.<sup>16</sup>

In 2012, service industry exports accounted for approximately 10 percent of exports, with the majority of those exports attributed to the travel and tourism industry, which grew at an average annual rate of five percent since 2003. During the same period, financial services accounted for 1.1 percent of exports and grew an average annual rate of 6.3 percent.<sup>17</sup>

### FOOTNOTES

11. Brookings 2013 export data
12. Brookings 2013 export data
13. 2012 Census Data
14. Brookings 2013 export data
15. International Trade Administration data
16. Brookings 2013 export data
17. Brookings 2013 export data



**#4 Many current exporting companies are passive in their decision to export and in their selection of export markets.**

Of the survey respondents who exported, 36 percent said they exported because they were contacted by a person in that country – a passive approach. Further, the interview process revealed that passive exporters have not grown, while active

exporters showed an average of 12 percent growth in exports in recent years. When asked what activities would help them export more, survey respondents said they needed help

to attend trade shows, trade missions and business-to-business matchmaking events.

**#5 Most exporting companies don't use export assistance because they are not aware it is available.** Sixty-four percent of survey respondents had not used government-provided export assistance, and 72 percent said they had not used

non-profit export service providers. Export services most often used were from the U.S Department of Commerce, Kansas Department of Commerce or Kansas Global Trade Services. Interviewees indicated using these three sources for training, compliance and regulatory assistance, market access and identification of potential sales partners.

The most significant problem is not a lack

of export services, but the lack of awareness of the existence of export services by exporters and potential exporters. In addition, interviews with service providers revealed that funding is an issue and therefore, most service providers do not have a budget to promote their services.

**UNRESOLVED ISSUES ARE AMPLIFIED WITHOUT ASSISTANCE**



Illustrating the detachment between the exporter and the service provider, one REPT participant commented, “The export planning meetings were valuable. I had no idea all these (export) services existed. Now I know about all the export services and expertise available right here!”

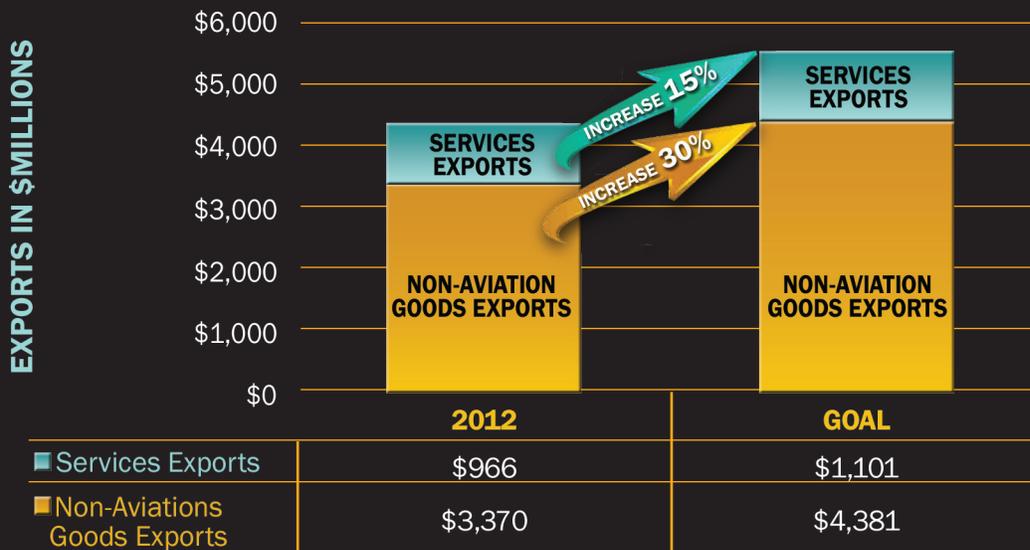
# EXPORT PLAN

**G**oal: Nurture an intentional export economy in the Wichita region that accelerates job growth, diversifies exports and improves global competitiveness and fluency.

## FIVE OBJECTIVES:

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30 percent in five years and of services exports by 15 percent in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year, and introducing exporting as a growth strategy to 100 companies in five years.

## \$1.15 BILLION IN NON-AVIATION EXPORT GROWTH IN 5 YEARS



# FOUR CORE STRATEGIES

## STRATEGY 1:

### Build a thriving export assistance system.

*To complete Strategy 1, four major tactics were identified.*

1. Position Network Kansas as the centralized call-in center for export service referrals.
2. Authorize Kansas Global Trade Services as the central point of contact for export assistance, management of export plan implementation and nurturing of the export assistance system in the region.
3. Establish a grant program for companies to access export assistance, e.g. education, export financing, product certification & licensing programs.
4. Develop a trade mentor program connecting experienced exporters to new exporters.

Implementation of each of the four strategies is critical for export performance improvement, but Strategy 1 is the most significant because it will link more companies to export services. Companies must be efficiently connected to needed services by coordinating export service providers and offering a centralized export system. A grant program to subsidize purchase of necessary services will enable companies to export more. Experienced exporters should be positioned to mentor inexperienced exporters, offering individualized counseling that shows new exporters that company growth is possible with exports.



## STRATEGY 2:

### Integrate support for global opportunities into larger economic development system.

*To complete Strategy 2, three major tactics were identified.*

1. Establish an export training program for community leaders that demonstrates the economic impact of exports, promotes exports as a growth strategy, identifies exporters in their communities, and integrates export expansion tactics into existing economic development strategies.
2. Position an existing regional economic development entity to guide programmatic and policy development regarding trade.
3. Engage higher education to integrate global fluency in the educational system.

Exports must be integrated into mainstream economic development activities for long-term viability of the region and to ultimately build a globally fluent region. An existing regional economic development organization will be positioned to oversee the comprehensive effort and include trade-related issues in legislative agendas.

Regional community leaders are integral in economic development and are defined as: economic development organizations, Chambers of Commerce, city and county government personnel, elected officials, bankers and others who lead the local community. Local leaders can be groomed to take an active role in creating a thriving export system. The goal is to educate regional community leaders on the export opportunity, economic impact of exports, and identification of exporters in their community.

Additionally, the university and college systems has an important role to play in providing research directly to companies and building an educational environment to produce a skilled and globally competitive workforce.

### **STRATEGY 3:**

#### **Catalyze export growth for companies in the aviation supply chain.**

**To complete Strategy 3, three major tactics were identified.**

- 1.** Position an existing aviation advisory group to develop industry-specific trade policy, education, trade show and trade mission opportunities.
- 2.** Identify and catalogue export opportunities for aviation suppliers.
- 3.** Provide one-on-one connections for aviation suppliers, starting with the China market.

Companies in the aviation supply chain must export directly. Recognizing that aviation exports are dominant, we must support this industry to prevent further loss and cultivate more steady growth, while building a more export-oriented, globally competitive supply chain. Large Original Equipment Manufacturers (OEM) have ample access to export services but need support on trade policy. Potential for direct exports resides within the aviation supply chain made up of about 350 companies. Of the 350 companies in the supply chain, a small percentage are direct exporters.

Most of those exports are from relationships with Wichita's large OEMs; very few proactively seek new export markets. Willing members of this world-class supply chain have opportunities to sell to foreign aviation OEMs, maintenance and repair operations, general aviation airport operations, universities, and governments, as well as other industries. China, and other quickly developing markets, offer export potential. A concerted effort to match the region's experienced aviation goods and services suppliers with demanding foreign entities will produce increased exports in this sector.



### **STRATEGY 4:**

#### **Target under exporting companies in key regional industry clusters (non-aerospace).**

**To complete Strategy 4, four major tactics were identified.**

- 1.** Provide export opportunity assessments to firms in target sectors.
- 2.** Commission or identify existing market research in target sectors to catalogue export expansion opportunities.
- 3.** Expand existing export education and establish in-depth export accelerator program for companies in target sectors.
- 4.** Expand existing in-country trade partnerships to include target sectors.

The region must proactively work with non-exporters and under-exporters in target industries ("clusters") to increase the number of exporting companies, increase exports per company, and enter new markets. Potential for increased exports lies in helping passive exporters understand their unique global opportunity for growth in new export markets, and by providing training on overcoming obstacles to global market-entry. Strategy 4 addresses key findings related to growing passive exporters into proactive exporters and the latent export potential of non-exporting companies in non-aerospace industries. It also addresses the need to provide education and customized research and market prospects. Intentionally calling on companies to expose exports as a growth strategy provides a personal and customized response to companies who may be afraid to export.

Finally, expanding existing relationships in foreign countries to include target sectors is a long term tactic which will cultivate new exports, as well as Foreign Direct Investment (FDI) opportunities. A key tactic in this strategy is to work with companies who already export to one or two markets. By providing targeted market research and market entry assistance, those companies can be encouraged to proactively export to more markets.

It is anticipated that the organizations building the region's intentional export economy will also take a more strategic look at the region's FDI performance. As the Wichita-South Central Kansas region implements its export plan, export promotion and foreign relationship building tactics may naturally attract FDI opportunities. Developing a data driven plan to strategically drive FDI attracting activities is a logical next step in building a globally fluent region.

**T**he region examined policy issues that may affect export performance and the implementation of the region's export plan. To support export expansion, the region's leading organizations are including trade-related items in legislative agendas. Financial commitment to export support services, investment in infrastructure, regulatory simplification and increased market access were the key areas. Initial policy recommendations for federal, state and local policy makers are focused on the following topics to advance export growth.

1. Invest in infrastructure related to transportation and skilled workers.
2. Expand free trade agreements and ease market access.
3. Simplify export regulations.
4. Permanently fund export support and growth programs.
5. Promote visa reform.
6. Provide metro-level and services export data at more frequent intervals.
7. Continue export finance programs and push for innovative export finance solutions.
8. Align and coordinate support for exports amongst government levels.

# IMPLEMENTATION, ROLES AND RESPONSIBILITIES

Existing regional economic development organizations will provide overall coordination and serve as the connection between mainstream economic development and the export system. Regional Economic Area Partnership (REAP) will lead as regional coordinator on legislative issues, and connection to economic development professionals in the region. Greater Wichita Economic Development Coalition (GWEDC) will provide leadership in coordination with aviation and business work groups and the region as a whole. The Small Business Development Center (SBDC) will also provide outreach leadership specifically aimed at promotion of exports as a growth strategy, identifying under-exporters and those with export potential, and educating local economic development representatives about available resources.

Network Kansas will be the centralized call-in center for export service referrals. As the designated agency for business referrals for the State of Kansas, Network Kansas is perfectly positioned to officially assume this role for the Wichita-South Central Kansas region's export plan implementation and will absorb associated costs. Kansas Global will create the service provider directory and map for more accurate referrals. Network Kansas and Kansas Global have been working together in this capacity for several years and will continue that coordinated effort.

The SBDC and Mid-America Manufacturing Technology Center (MAMTC), with support from private export service providers, will

lead on mentorship, export promotion and initial counseling for new exporters. WSU's Center for Economic Development and Business Research, and Workforce Alliance of South Central Kansas will provide leadership in research and work with institutions of higher education.

Kansas Global will serve as the central organization for export assistance, working directly with Network Kansas and Kansas Department of Commerce (Kansas Commerce), the US Export Assistance Center, regional and local economic development organizations, and export service providers to provide education and assistance to support increased exports as companies come into the system. It will also manage foreign relations for the region in partnership with Kansas Commerce, the City of Wichita and Economic Development Organizations (EDOs). Kansas Global will continue to connect Wichita aviation suppliers with foreign businesses.

The development of the Wichita-South Central Regional Export Plan and strategic coordination of the region's talents and resources strengthens its ability to consistently achieve export greatness. By organizing local and regional export support organizations, the region as a whole will be equipped with a more proactive export network leading to the region's achievement of its global potential and secure its economic future.



MAJOR TASK	LEAD ORGANIZATION	SUPPORTING ORGANIZATIONS
Regional Coordination	REAP	GWEDC, SCKEDD
Centralized Point of Contact & Export Referrals	Network Kansas	KGTS, EDOs, SCKEDD Kansas Commerce
Export Assistance	KGTS	KDOC, KDOT, KDA, export service providers, USEAC, SBDC, USTDA
Export Promotion: Regional leaders & companies	SBDC & KGTS	REAP, SCKEDD, GWEDC
Mentoring & counseling	MAMTC	Banks, Bestway International, Experience Exporters, SCKEDD, SCORE, SBDC
Export system coordination	KGTS	Network Kansas, SCKEDD, GWEDC and other EDOs, Kansas Commerce
Aviation work group	GWEDC	Chamber, KGTS, Wichita Aeroclub, KDOT, KS Commerce, EDOs, Wichita Manufacturing Association
Aviation supply chain opportunities	KGTS & WSU-CEDBR	COW, KS Commerce, GWEDC and other Economic Development Organizations
Non-aerospace export opportunities	KGTS	KS Commerce, KDOT, KDA, SCKEDD, Regional EDOs, GWEDC, Network Kansas, SBDCs, Universities, Colleges, USEAC
Research	KGTS & WSU-CEDBR	Universities
Export education	KGTS, MAMTC	KS Commerce, Regional EDOs, local Governments, banks, USEAC, SBDC

**ACRONYM KEY**

**REAP:** Regional Economic Area Partnership / **GWEDC:** Greater Wichita Economic Development Coalition / **EDOs:** Economic Development Agencies  
**SCKEDD:** South Central Kansas Economic Development District / **KGTS:** Kansas Global Trade Services / **KDOC:** Kansas Department of Commerce  
**KDOT:** Kansas Department of Transportation / **KDA:** Kansas Department of Agriculture / **USEAC:** U.S. Export Assistance Center  
**SBDC:** Small Business Development Center / **USTDA:** U.S. Trade and Development Agency / **MAMTC:** Mid-America Manufacturing Technology Center  
**WSU-CEDBR:** Wichita State University – Center for Economic Development and Business Research

# EXPORT PLAN DEVELOPMENT

## STAKEHOLDERS AND FINANCIAL CONTRIBUTORS

- ❖ City of Wichita
- ❖ Sedgwick County
- ❖ Greater Wichita Economic Development Coalition
- ❖ Regional Economic Area Partnership
- ❖ Workforce Alliance of South Central Kansas
- ❖ Kansas Global Trade Services, Inc.
- ❖ WSU IMCP Grant Phase 1.

## CORE TEAM

- ❖ Jeremy Hill, Center for Economic Development and Business Research at Wichita State University
- ❖ Kristey Williams, City of Augusta
- ❖ Tim Goodpasture, City of Wichita
- ❖ Tim Chase, Greater Wichita Economic Development Coalition
- ❖ Gary Schmitt, INTRUST Bank
- ❖ Randi Tveitaraas-Jack, Kansas Department of Commerce
- ❖ Karyn Page, Kansas Global Trade Services
- ❖ Keith Lawing, Regional Economic Area Partnership/Workforce Alliance of South Central Kansas
- ❖ Sherdeill Breathett, Sedgwick County

## REGIONAL EXPORT PLANNING TEAM

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- ❖ Tim Goodpasture, City of Wichita, Co-Chair
- ❖ Ella Reusser, Kansas Global Trade Services, Staff Leader
- ❖ Mayor Thomas Brown, City of McPherson
- ❖ Craig Duerksen, Commerce Bank
- ❖ Ryan Durst, The Bradbury Group
- ❖ Ray Garvey, The Grasshopper Company
- ❖ Dale Goter, City of Wichita
- ❖ Robert Harmon, Intrust Bank
- ❖ Linda Jolly, City of El Dorado Economic Development
- ❖ Harland Priddle, Priddle & Associates
- ❖ Sue Schlapp, Kansas Department of Commerce
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- ❖ Victor Lukic, Great Plains Industries
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- ❖ Carolyn McGinn
- ❖ Dan Meyer, Grant Thornton
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- ❖ Pat Ramsey, Held & Associates
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- ❖ Gary Schmitt, Intrust Bank
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- ❖ Paul Daemen, Daemen LLC
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- ❖ Bob Fettke, Kansas Department of Commerce
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- ❖ Rick Hemphill, Mid Continent Controls
- ❖ Teresa Huffman, Marion County Economic Development
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- ❖ Janis Hellard, Sumner County Economic Development Commission
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- ❖ Douglas Miller, Wichita State University
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- ❖ Marcia Stevens, Kansas SBDC/Small Business Education Consortium
- ❖ Allison Taylor, JPMorgan Chase Bank
- ❖ Doug Trumble, Ag 1 Source
- ❖ Dr. Perry White, Bethel College
- ❖ Mayor Kristey Williams, City of Augusta

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- ❖ Dharma deSilva, Wichita State University/World Trade Council of Wichita



PHOTO BY PAUL BOWEN

## ENDNOTES

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This report was developed by the Kansas Global Trade Services, Inc. through the collaboration of political, business, and civic leaders of Wichita-South Central Region. The conclusions and recommendations of this report are solely those of its authors and do not reflect the views of the Brookings Institution or JPMorgan Chase. The Brookings Institution is a private non-profit organization. Its mission is to conduct high-quality, independent research and, based on that research, to provide innovative, practical recommendations for policymakers and the public. Brookings recognizes that the value it provides is in its absolute commitment to quality, independence and impact, and makes all final determinations of the scholarly activities in the Global Cities Initiative, including the research agenda and products.

## **ABOUT THE GLOBAL CITIES INITIATIVE A JOINT PROJECT OF BROOKINGS AND JPMORGAN CHASE**

The Global Cities Initiative equips city and metropolitan area leaders with the practical knowledge, policy ideas, and connections they need to become more globally connected and competitive.

Combining Brookings' deep expertise in fact-based, metropolitan-focused research and JPMorgan Chase's market expertise and long-standing commitment to investing in cities, this initiative:

- ▶ Helps city and metropolitan leaders better leverage their global assets by unveiling their economic starting points on key indicators such as advanced manufacturing, exports, foreign direct investment, freight flow, and immigration.
- ▶ Provides metropolitan area leaders with proven, actionable ideas for how to expand the global reach of their economies, building on best practices and policy innovations from across the nation and around the world.
- ▶ Creates a network of U.S. and international cities interested in partnering together to advance global trade and commerce.

The Global Cities Initiative is chaired by Richard M. Daley, former mayor of Chicago and senior advisor to JPMorgan Chase. It is co-directed by Bruce Katz, Brookings vice president and co-director of the Brookings Metropolitan Policy Program, and Amy Liu, senior fellow and co-director of the Brookings Metropolitan Policy Program.

Launched in 2012, the Global Cities Initiative will catalyze a shift in economic development priorities and practices resulting in more globally connected metropolitan areas and more sustainable economic growth.

### **CORE ACTIVITIES INCLUDE:**

**Independent Research:** Through research, the Global Cities Initiative will make the case that cities and metropolitan areas are the centers of global trade and commerce. Brookings will provide each of the largest 100 U.S. metropolitan areas with baseline data on its current global economic position so that metropolitan leaders can develop and implement more targeted strategies for global engagement and economic development.

**Catalytic Convenings:** Each year, the Global Cities Initiative will convene business, civic and government leaders in select U.S. metropolitan areas to help them understand the position of their metropolitan economies in the changing global marketplace and identify opportunities for strengthening competitiveness and expanding trade and investment. In addition, GCI will bring together metropolitan area leaders from the U.S. and around the world in at least one international city to explore best practices and policy innovations for strengthening global engagement, and facilitate trade relationships.

**Global Engagement Strategies:** In order to convert knowledge into concrete action, Brookings and JPMorgan Chase launched the Global Cities Exchange in 2013. Through a competitive application process, economic development practitioners in both U.S. and international cities are selected to receive hands-on guidance on the development and implementation of actionable strategies to enhance global trade and commerce and strengthen regional economies.



# WICHITA-SOUTH CENTRAL KANSAS REGIONAL EXPORT PLAN



**GLOBAL CITIES INITIATIVE**

*A Joint Project of Brookings and JPMorgan Chase*

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Petition to Renovate Building Facade at 518 S. Commerce Street (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the petition and adopt the resolution.

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

Commerce Farm Club, LLC (Craig Slawson, managing member) has submitted the attached petition, as owner of 518 S. Commerce, for special assessment financing under the Façade Program to finance exterior improvements to the building as part of a larger renovation project.

**Analysis:** The project is part of the acquisition and rehabilitation of 518 S. Commerce, in the Commerce Arts District. The overall project includes a \$3,000,000 acquisition and renovation, including extensive interior and exterior improvements to the building. The first floor will be converted into retail space and the upper floors into apartments. The \$445,000 facade project will include tuck-pointing the brick, new windows and doors, and additional work to restore the building and meet code requirements. The Office of Urban Development has reviewed the economic (“gap”) analysis of the project and determined a financial need for incentives based on the current market.

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

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the attached resolution, which makes a finding that the project is advisable and sets a public hearing for June 2, 2015 to consider the adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. Once the ordinance is adopted and all other conditions are met, the property owner can cause the improvements to be constructed.

**Financial Considerations:** The façade project budget set forth in the petition is \$445,000, to be financed by special assessments under the Façade Improvement Program, which provides for a \$10,000 grant for a mid-block building or \$30,000 grant for corner buildings. The project is eligible for \$10,000 from the grant funding component of the Facade Program, for a total of \$455,000.

When completed, the project will be financed by general obligation special assessment bonds, paid as to principal and interest with special assessments levied against the improved property and backed by the full faith and credit of the City of Wichita. Included in the bond issue amount will be a financing

518 S. Commerce Facade

May 19, 2015

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contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded. In lieu of a letter of credit, the owner will pay the construction costs until the façade project is complete and special assessments can be placed on the property.

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

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

**Attachments:** Petition and resolution.

**RESOLUTION NO. 15-139**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (FAÇADE IMPROVEMENTS– 518 SOUTH COMMERCE IMPROVEMENT DISTRICT).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of improvements to area walls on public ways or land abutting thereto consisting of façade improvements (the "Improvements").

(b) The estimated or probable cost of the Improvements is \$455,000, exclusive of interest on financing and administrative and financing costs.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

See *Exhibit A* attached hereto.

(d) The method of assessment is: equally per square foot

In the event all or part of the lots are parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 1* of this Resolution. Construction of the Improvements shall not begin until a notice to proceed has been issued by the City. [The Improvements shall be certified to be completed by the project architect of record prior to the commencement of construction on any additional phase of façade work authorized by the City.]

**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Preparation of Assessment Roll; Notice of Public Hearing.** The Governing Body hereby determines to proceed pursuant to the provisions of K.S.A. 12-6a09(c) to determine the maximum amount of assessments levied against the Improvement District prior to the commencement of the Improvements. Accordingly, estimated costs of the Improvements set forth in Section 1(b) hereof shall be used as the basis for such maximum assessments. The City's Finance Director shall cause to be prepared a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the Improvement District in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be placed on file with the City Clerk and be open for public inspection. A public hearing public hearing on the proposed maximum assessments shall be conducted by the Governing Body on June 2, 2015 at 9:00 a.m. or as soon thereafter as the matter can be heard by the Governing Body, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall provide notice of such public hearing by publication at least once not less than 10 days prior to the public hearing and by mail to the owners of the property liable for assessment at last known post office address. The mailed notice shall include a statement of the maximum cost proposed to be assessed.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19<sup>th</sup>, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

*Exhibit A*

BEG 0.62 FT N SW COR LOT 10 N 104.06 FT E 29.52 FT S 30.1 FT E 100.1 FT S 1.5 FT E 8.4 FT N  
1.8 FTE 0.89 FT TO PT 13.5 FT W OF E LI LOT 8 S 73.83 FT W 138.83 FT TO BEGFLETCHER'S  
2ND ADDITION

RECEIVED

MAY 01 '15

CITY CLERK OFFICE

PETITION

(FAÇADE IMPROVEMENTS –  
518 SOUTH COMMERCE IMPROVEMENT DISTRICT)

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows:

Construction of improvements to area walls on public ways or land abutting thereto consisting of façade improvements (the "Improvements").

(b) The estimated or probable cost of the proposed Improvements is: \$445,000, exclusive of interest on financing and administrative and financing costs.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

See *Exhibit A* attached hereto.

(d) The proposed method of assessment is: equally per square foot.

In the event all or part of the lots are parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

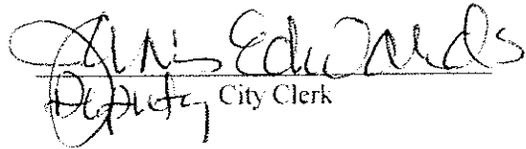
[BALANCE OF THIS PAGE INTENTIONALL LEFT BLANK]

Signature	Dated	Property Owned Within Proposed Improvement District
	4/30/15	518 S. Commerce
CRAIG JENSEN		
sole member Commerce Fan Club, LLC		

\*\*\*\*\*

THIS PETITION was filed in my office on 5/1/15; and was examined, considered and found sufficient by the governing body of the City on - 7 -.



  
 Deputy City Clerk

*Exhibit A*

BEG 0.62 FT N SW COR LOT 10 N 104.06 FT E 29.52 FT S 30.1 FT E 100.1 FT S 1.5 FT E 8.4 FT N  
1.8 FTE 0.89 FT TO PT 13.5 FT W OF E LI LOT 8 S 73.83 FT W 138.83 FT TO BEGFLETCHER'S  
2ND ADDITION

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council Members

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

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

---

**Recommendation:** Ratify the award of the bids.

**Background:** On April 21, 2015, Resolutions 15-102 and 15-103 were adopted by the City Council authorizing the sale of three series of general obligation (GO) bonds (Series 2015A, 2015B and 2015C) in the principal amount not to exceed \$97,500,000 and one series of general obligation temporary notes (Series 272) in the principal amount not to exceed \$16,950,000. The temporary notes provide short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The resolutions authorized the sale of the GO bonds and notes, which was held on Wednesday, May 13, 2015, and provided authority for the City Manager to accept the best conforming bids with ratification of the bids and approval of the bond ordinances and resolutions by the City Council at its next regularly scheduled Council meeting.

**Analysis:** The proceeds from the sale of the Note Series 272 will be used to provide interim financing for City-at-large projects, improvement district projects and public improvement projects.

The proceeds from the sale of the Series 2015A, 2015B and 2015C Bonds will be used to permanently finance the new Wichita Dwight D. Eisenhower National Airport terminal and related facilities, as well as other Airport improvements. Due to the nature of certain Airport improvements interest on the Series 2015B Bonds is subject to Federal income taxation and interest on the Series 2015C Bonds is subject to Federal Alternative Minimum Tax.

Bids were accepted electronically through **PARITY** Electronic Bid Submission System on Wednesday May 13, 2015 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the bonds and notes whose proposed interest rates result in the lowest overall cost to the City.

There were four bids received for Series 2015A with the lowest bid at a true interest cost (TIC) of 3.68% received from Piper Jaffray. Series 2015B received two bids with the lowest bid at a TIC of 4.04% received from Robert W. Baird & Co., Inc. and Series 2015C received two bids with the lowest bid at a TIC of 4.22% received from Citigroup Global Markets, Inc. The Note Series 272 received one bid that was rejected due to being outside authorized parameters of Resolution 15-103. Staff will be working with Bond Counsel and financial advisor, Springsted Inc., to determine the reasons why the City received a limited bid response and how best to remarket the Notes to produce a more competitive bid result.

**Financial Considerations:** The Series 2015A Bonds will mature over 30 years, while the Series 2015B and 2015C Bonds will mature over 20 and 30 years. Each Series of GO bonds are secured by the full faith and credit of the City, but the debt service on the bonds will be paid from Airport revenues. The debt service for the GO bonds has been structured to accommodate projected cash flows as reflected in the financial model developed by the Airport's financial consultant, LeighFisher.

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

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

**Attachments:**

For each Bond series - Bond Ordinance, Bond Resolution and Declaration of Emergency  
Parity Bid Results – Series 2015A  
Parity Bid Results – Series 2015B  
Parity Bid Results – Series 2015C

5:02:08 p.m. CDST    Upcoming Calendar    Overview    Compare    Summary

**Bid Results**

**Wichita**

**\$18,235,000 General Obligation Airport Bonds, Series 2015A**

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

Bid Award*	Bidder Name	TIC
<input checked="" type="checkbox"/> Reoffering	<a href="#">Piper Jaffray</a>	3.675644
<input type="checkbox"/>	<a href="#">Robert W. Baird &amp; Co., Inc.</a>	3.682009
<input type="checkbox"/>	<a href="#">Bank of America Merrill Lynch</a>	3.699510
<input type="checkbox"/>	<a href="#">Morgan Stanley &amp; Co, LLC</a>	3.722719

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

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**City of Wichita, Kansas  
\$18,235,000 General Obligation Airport Bonds, Series 2015A**

For the aggregate principal amount of \$18,235,000.00, we will pay you \$18,715,693.06, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
12/01/2016	390M	3.0000	0.6500	103.502	
12/01/2017	400M	3.0000	1.0000	104.925	
12/01/2018	405M	3.0000	1.3100	105.763	
12/01/2019	415M	3.0000	1.4900	106.548	
12/01/2020	425M	3.0000	1.6900	106.852	
12/01/2021	435M	3.0000	1.9000	106.696	
12/01/2022	450M	3.0000	2.0700	106.429	
12/01/2023	465M	5.0000	2.2400	121.254	
12/01/2024	480M	5.0000	2.3800	122.159	
12/01/2025	500M	5.0000	2.4900	123.065	
12/01/2026	520M	3.0000	2.9200	100.718	
12/01/2027	540M	3.0000	3.1200	98.765	
12/01/2028	565M	3.5000	3.3900	100.965	
12/01/2029	585M	3.5000	3.4700	100.262	
12/01/2030	605M	3.7500	3.5500	101.740	
12/01/2031	625M	3.7500	3.6100	101.214	
12/01/2032	645M	3.7500	3.6700	100.691	
12/01/2033	670M	3.7500	3.7100	100.345	
12/01/2034	690M	4.0000	3.7500	102.153	
12/01/2035	715M	4.0000	3.7900	101.805	
12/01/2036	740M	4.0000	3.8200	101.544	
12/01/2037					
12/01/2038					
12/01/2039					
12/01/2040	3,235M	4.0000	3.9000	100.854	
12/01/2041					
12/01/2042					
12/01/2043					
12/01/2044	3,735M	4.0000	4.0500	99.143	

Total Interest Cost: \$12,724,743.75  
 Premium: \$480,693.06  
 Net Interest Cost: \$12,244,050.69  
 TIC: 3.675644  
 Total Insurance Premium: \$0.00  
 Time Last Bid Received On: 05/13/2015 9:59:53 CDST

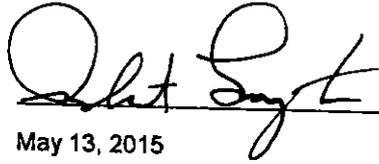
This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Jaffray, Minneapolis, MN  
Contact: Mike Frederickson  
Title: Managing Director  
Telephone: 612-303-6666  
Fax: 612-303-1626

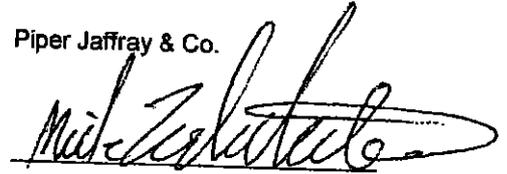
Issuer Name: City of Wichita

Company Name: Piper Jaffray & Co.

Accepted By:



Accepted By:



Date:

May 13, 2015

Date:

May 13, 2015

5:01:51 p.m. CDST    Upcoming Calendar    Overview    Compare    Summary

**Bid Results**

**Wichita**  
**\$8,685,000 Taxable General Obligation Airport Bonds,**  
**Series 2015B**

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

Bid Award*	Bidder Name	TIC
<input checked="" type="checkbox"/> Reoffering	Robert W. Baird & Co., Inc.	4.040873
<input type="checkbox"/>	BOSC, Inc.	4.093116

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

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Robert W. Baird & Co., Inc. - Red Bank , NJ's Bid



**City of Wichita, Kansas**  
**\$8,685,000**  
**Taxable General Obligation Airport Bonds, Series 2015B**

For the aggregate principal amount of \$8,685,000.00, we will pay you \$8,689,014.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
12/01/2017	220M	3.0000	1.0000	104.925	
12/01/2018	220M	3.0000	1.4000	105.446	
12/01/2019	230M	4.0000	1.8000	109.468	
12/01/2020	235M	4.0000	2.0000	110.367	
12/01/2021	240M	4.0000	2.3500	109.892	
12/01/2022	245M	4.0000	2.5500	109.841	
12/01/2023	250M	4.0000	2.7500	109.417	
12/01/2024	260M	4.0000	2.9000	109.077	
12/01/2025	270M	4.0000	3.1000	108.013	
12/01/2026	275M	4.0000	3.2500	106.626	
12/01/2027	290M	3.3750	3.4000	99.747	
12/01/2028	295M	3.5000	3.5500	99.467	
12/01/2029	310M	3.6250	3.7000	99.164	
12/01/2030	315M	4.0000	3.8000	101.718	
12/01/2031	330M	4.0000	3.9000	100.854	
12/01/2032					
12/01/2033	700M	4.0000	4.0000	100.000	
12/01/2034					
12/01/2035	760M	4.1000	4.1000	100.000	
12/01/2036					
12/01/2037					
12/01/2038					
12/01/2039	1,285M	4.1500	4.1500	100.000	
12/01/2040					
12/01/2041					
12/01/2042					
12/01/2043					
12/01/2044	1,955M	4.2000	4.2000	100.000	

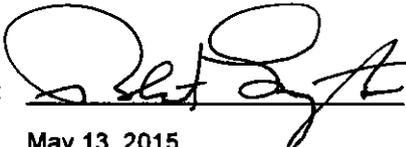
Total Interest Cost: \$6,152,593.75  
Premium: \$4,014.60  
Net Interest Cost: \$6,148,579.15  
TIC: 4.040873  
Total Insurance Premium: \$0.00  
Time Last Bid Received On: 05/13/2015 9:51:22 CDST

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

Bidder: Robert W. Baird & Co., Inc., Red Bank , NJ  
Contact: charles messera *gdm/rw*  
Title: director *VP*  
Telephone: 732-576-4410  
Fax: 732-576-4420

Issuer Name: City of Wichita

Company Name: Robert W. Baird & Co., Inc.

Accepted By: 

Accepted By: 

Date: May 13, 2015

Date: May 13, 2015

5:02:02 p.m. CDST    Upcoming Calendar    Overview    Compare    Summary

**Bid Results**

**Wichita**  
**\$67,615,000 General Obligation Airport Bonds, Series 2015C**

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

Bid Award*	Bidder Name	TIC
<input checked="" type="checkbox"/> Reoffering	<a href="#">Citigroup Global Markets Inc.</a>	4.156811
<input type="checkbox"/>	<a href="#">Hutchinson, Shockey, Erley &amp; Co.</a>	4.170343

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

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**City of Wichita, Kansas  
\$67,615,000  
General Obligation Airport Bonds, Series 2015C**

For the aggregate principal amount of \$67,615,000.00, we will pay you ~~\$72,123,598.35~~ \$71,447,748.80, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
12/01/2015	<del>2,010M</del>	1,385M	4.0000	0.6000	101.694	
12/01/2016	<del>1,320M</del>	1,125M	4.0000	0.8000	104.761	
12/01/2017	<del>1,350M</del>	1,000M	5.0000	1.2100	109.305	
12/01/2018	<del>1,375M</del>	1,010M	5.0000	1.5500	111.709	
12/01/2019	<del>1,405M</del>	1,060M	5.0000	1.7900	113.819	
12/01/2020	<del>1,445M</del>	1,120M	5.0000	2.1000	114.989	
12/01/2021	<del>1,490M</del>	1,185M	5.0000	2.3500	115.887	
12/01/2022	<del>1,535M</del>	1,250M	5.0000	2.5700	116.480	
12/01/2023	<del>1,595M</del>	1,315M	5.0000	2.7800	116.703	
12/01/2024	<del>1,655M</del>	1,385M	5.0000	2.9500	116.876	
12/01/2025	<del>1,720M</del>	1,465M	5.0000	3.0900	117.015	
12/01/2026	<del>1,790M</del>	1,550M	5.0000	3.2200	115.752	
12/01/2027	<del>1,860M</del>	1,610M	5.0000	3.3200	114.791	
12/01/2028	<del>1,960M</del>	1,690M	5.0000	3.4200	113.839	
12/01/2029	<del>2,055M</del>	1,765M	5.0000	3.4800	113.273	
12/01/2030	<del>2,155M</del>	1,865M	5.0000	3.5600	112.523	
12/01/2031	<del>2,265M</del>	1,955M	5.0000	3.6200	111.965	
12/01/2032	<del>2,350M</del>	2,055M	5.0000	3.6800	111.410	
12/01/2033	<del>2,440M</del>	2,170M	5.0000	3.7200	111.042	
12/01/2034	<del>2,530M</del>	2,280M	5.0000	3.7600	110.675	
12/01/2035	<del>2,630M</del>	2,390M	5.0000	3.8000	110.310	
12/01/2036	-					
12/01/2037	-					
12/01/2038	-					
12/01/2039	<del>11,499M</del>	13,305M	5.0000	3.9200	109.223	
12/01/2040	-					
12/01/2041	-					
12/01/2042	-					
12/01/2043	-					
12/01/2044	<del>17,180M</del>	21,680M	4.2500	4.3600	98.183	

Total Interest Cost:	<del>\$56,080,075.00</del>	\$60,456,212.50
Premium:	<del>\$4,508,508.35</del>	\$3,832,748.80
Net Interest Cost:	<del>\$51,572,376.65</del>	\$56,623,463.70
TIC:	<del>4.156811</del>	4.2241670

Total Insurance Premium: \$0.00

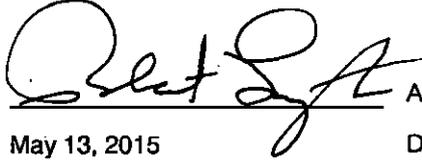
Time Last Bid Received On: 05/13/2015 9:59:19 CDST

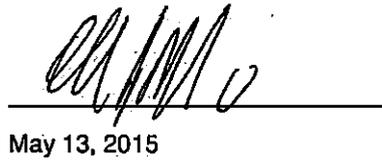
This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Citigroup Global Markets Inc., New York , NY  
Contact: Charles Reed  
Title: Director  
Telephone: 212-723-7093  
Fax: 212-723-8951

Issuer Name: City of Wichita

Company Name: Citigroup Global Markets Inc.

Accepted By:   
Date: May 13, 2015

Accepted By:   
Date: May 13, 2015

**ORDINANCE NO. 50-017**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**MAY 19, 2015**

---

**GENERAL OBLIGATION AIRPORT BONDS  
SERIES 2015A**

---

**ORDINANCE NO. 50-017**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

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

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

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said *Schedule I*, leaves a balance of at least \$18,405,000 to be paid by the City at large and to be financed by the issuance of general obligation bonds of the City; and

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

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law awarded the sale of such Bonds to the best bidder.

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

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

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

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

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

“**Bonds**” means the City's General Obligation Airport Bonds, Series 2015A, dated June 1, 2015, authorized by this Ordinance.

“**City**” means the City of Wichita, Kansas.

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

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

“**Improvements**” means the improvements described in *Schedule I* to the Bond Resolution.

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

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means collectively, that portion of the Series 268 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

“**Series 268 Notes**” means the Issuer's General Obligation Temporary Notes, Series 268, dated October 15, 2014.

“**State**” means the State of Kansas.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Airport Bonds, Series 2015A, of the City in the principal amount of \$18,235,000, for the purpose of providing funds to: (a) retire the Refunded Notes; and (b) pay costs of issuance of the Bonds.

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

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

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

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

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

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

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

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

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**PASSED** by the City Council of the City on May 19, 2015 and **SIGNED** by the Mayor.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, Director of Law and  
City Attorney

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on May 19, 2015; that the record of the final vote on its passage is found on page [\_\_\_\_] of journal [\_\_\_\_]; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on May 21, 2015.

DATED: May 21, 2015.

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Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON MAY 21, 2015)

**SUMMARY OF ORDINANCE NO. 50-017**

On May 19, 2015, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2015A Bonds approved by the Ordinance are being issued in the principal amount of \$18,235,000, to finance certain capital improvements for the City and retire certain previously issued temporary notes of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wichita.gov](http://www.wichita.gov).

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

DATED: May 19, 2015.

---

Jennifer Magaña, Director of Law  
and City Attorney

**RESOLUTION NO. 15-143**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**MAY 19, 2015**

**GENERAL OBLIGATION AIRPORT BONDS  
SERIES 2015A**

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**RESOLUTION NO. 15-143**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-017 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “Issuer”) has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its General Obligation Airport Bonds, Series 2015A (the “Bonds”); and

**WHEREAS**, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

**ARTICLE I**

**DEFINITIONS**

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

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

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

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

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

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

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

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

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

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** means the General Obligation Airport Bonds, Series 2015A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

**“City”** means the City of Wichita, Kansas.

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

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

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

**“Dated Date”** means June 1, 2015.

**“Debt Service Account”** means the Debt Service Account for General Obligation Airport Bonds, Series 2015A created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

**“Defeasance Obligations”** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Improvements”** means the improvements described on *Schedule I* to this Bond Resolution.

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

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2015.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

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

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

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

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Piper Jaffray & Co.  
800 Nicollet Mall  
Mail Station J13S05  
Minneapolis, Minnesota 55402  
Fax: (612) 33-1626

(d) To the Rating Agency(ies):

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

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

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

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. 50-017 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

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

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

**“Purchase Price”** means 100% of the principal amount of the Bonds, plus accrued interest to the date of delivery, plus a premium of \$480,693.06.

**“Purchaser”** means Piper Jaffray & Co., Minneapolis, Minnesota, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

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

**“Refunded Notes”** means that portion of the Series 268 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**“Refunded Notes Redemption Date”** means June 1, 2015.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

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

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

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

**“Series 268 Notes”** means the Issuer's General Obligation Temporary Notes, Series 268, dated October 15, 2014.

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

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

“**State**” means the state of Kansas.

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

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

“**2040 Term Bonds**” means the Bonds scheduled to mature in the year 2040.

“**2044 Term Bonds**” means the Bonds scheduled to mature in the year 2044.

“**Term Bonds**” means collectively, the 2040 Term Bonds and the 2044 Term Bonds.

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

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

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$18,235,000, for the purpose of providing funds to: (a) retire the Refunded Notes; and (b) pay Costs of Issuance.

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

**SERIAL BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2016	\$390,000	3.00%	2027	\$540,000	3.00%
2017	400,000	3.00%	2028	565,000	3.50%
2018	405,000	3.00%	2029	585,000	3.50%
2019	415,000	3.00%	2030	605,000	3.75%
2020	425,000	3.00%	2031	625,000	3.75%
2021	435,000	3.00%	2032	645,000	3.75%
2022	450,000	3.00%	2033	670,000	3.75%
2023	465,000	5.00%	2034	690,000	4.00%
2024	480,000	5.00%	2035	715,000	4.00%
2025	500,000	5.00%	2036	740,000	4.00%
2026	520,000	3.00%			

**TERM BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2040	\$3,235,000	4.00%
2044	3,735,000	4.00%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

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

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

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

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

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

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

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

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

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

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

successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denomination and form as provided herein.

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated May 6, 2015, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

*Optional Redemption.* At the option of the Issuer, Bonds maturing on December 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may

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

**Mandatory Redemption.** (a) *2040 Term Bonds.* The 2040 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2040 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$765,000	2037
795,000	2038
825,000	2039
850,000	2040*

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\*Final Maturity

(b) *2044 Term Bonds.* The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2044 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$885,000	2041
915,000	2042
950,000	2043
985,000	2044*

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\*Final Maturity

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

accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption.

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;

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

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

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

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

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

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

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

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

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

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts

of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

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

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

## ARTICLE IV

### SECURITY FOR BONDS

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

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

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

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

## ARTICLE V

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

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

(a) Redemption Fund for Refunded Notes.

(b) Debt Service Account for General Obligation Airport Bonds, Series 2015A (within the Bond and Interest Fund).

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

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

(a) A portion of the bid premium received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Redemption Fund.

**Section 503. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be used for the purpose of: (a) retiring the Refunded Notes; (b) paying Costs of Issuance; and (c) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate). Moneys necessary to retire the Refunded Notes shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Any moneys remaining in the Redemption Fund not needed for such purposes shall be transferred to the Debt Service Account.

**Section 504. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

**Section 505. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the

Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to

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

## ARTICLE VII

### DEFEASANCE

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

## ARTICLE VIII

### TAX COVENANTS

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

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

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

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

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

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an

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

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

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or

supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

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

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other

reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

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

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

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

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

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

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on May 19, 2015, as the same appears of record in my office.

DATED: May 19, 2015.

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Karen Sublett, City Clerk

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

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

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

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF WICHITA  
GENERAL OBLIGATION AIRPORT BOND  
SERIES 2015A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: June 1, 2015**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2015 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or

draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

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

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

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

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

**CITY OF WICHITA, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_  
(facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_  
(facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Airport Bonds, Series 2015A, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date \_\_\_\_\_

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

By \_\_\_\_\_

Registration Number: 0709-087-060115-\_\_\_\_

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

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Airport Bonds, Series 2015A," aggregating the principal amount of \$18,235,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

**Redemption Prior to Maturity.** The Bonds are subject to optional and mandatory redemption prior to maturity as set forth in the Bond Resolution.

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

this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

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#### LEGAL OPINION

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

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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#### BOND ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

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



*SCHEDULE I*

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS  
GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015A  
CAPITAL IMPROVEMENTS**

<b>PPN</b>	<b>OCA</b>	<b>Description of Project</b>	<b>CHARGEABLE TO CITY AT LARGE</b>	
<b>AIRPORT IMPROVEMENTS</b>				
1	451418	501853	Parking Facilities (72% non-taxable)	\$ 18,405,000.00
<b>SUBTOTAL AIRPORT IMPROVEMENTS</b>				<b>\$18,405,000.00</b>
<b>ADJUSTMENT FOR BID PREMIUM</b>				<b>170,000.00</b>
<b>TOTAL BONDS</b>				<b>\$18,235,000.00</b>

**ORDINANCE NO. 50-018**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**MAY 19, 2015**

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**TAXABLE GENERAL OBLIGATION AIRPORT BONDS  
SERIES 2015B**

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**ORDINANCE NO. 50-018**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

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

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

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said *Schedule I*, leaves a balance of at least \$8,560,000 to be paid by the City at large and to be financed by the issuance of Taxable General Obligation Airport Bonds of the City; and

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

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

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

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

“**Act**” means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 13-1024a, as amended by Charter Ordinance No. 78, and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

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

“**Bonds**” means the City's Taxable General Obligation Airport Bonds, Series 2015B, dated June 1, 2015, authorized by this Ordinance.

“**City**” means the City of Wichita, Kansas.

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

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

“**Improvements**” means the improvements described in *Schedule I* to the Bond Resolution.

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

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means that portion of the Series 253 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

“**Series 253 Notes**” means the Issuer's Taxable General Obligation Temporary Notes, Series 253, dated October 15, 2014.

“**State**” means the State of Kansas.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Airport Bonds, Series 2015B, of the City in the principal amount of \$8,685,000, for the purpose of providing funds to: (a) retire the Refunded Notes; and (b) pay costs of issuance of the Bonds.

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

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

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

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

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

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

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

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

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**PASSED** by the City Council of the City on May 19, 2015 and **SIGNED** by the Mayor.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on May 19, 2015; that the record of the final vote on its passage is found on page [\_\_\_\_] of journal [\_\_\_\_]; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on May 21, 2015.

DATED: May 21, 2015.

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Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON MAY 21, 2015)

**SUMMARY OF ORDINANCE NO. 50-018**

On May 19, 2015, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2015B Bonds approved by the Ordinance are being issued in the principal amount of \$8,685,000, to finance certain capital improvements for the City and retire certain previously issued temporary notes of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wichita.gov](http://www.wichita.gov).

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

DATED: May 19, 2015.

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Jennifer Magaña, Director of Law  
and City Attorney

**RESOLUTION NO. 15-144**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**MAY 19, 2015**

**TAXABLE GENERAL OBLIGATION AIRPORT BONDS  
SERIES 2015B**

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**RESOLUTION NO. 15-144**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-018 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “Issuer”) has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its Taxable General Obligation Airport Bonds, Series 2015B (the “Bonds”); and

**WHEREAS**, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

**ARTICLE I**

**DEFINITIONS**

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

**“Act”** means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 13-1024a, as amended by Charter Ordinance No. 78, and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

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

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

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

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

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

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

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** means the Taxable General Obligation Airport Bonds, Series 2015B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

**“City”** means the City of Wichita, Kansas.

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

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

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

**“Dated Date”** means June 1, 2015.

**“Debt Service Account”** means the Debt Service Account for Taxable General Obligation Airport Bonds, Series 2015B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

**“Defeasance Obligations”** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2015.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

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

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

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved

or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Robert W. Baird & Co., Inc.  
One Harding Road, Suite 207  
Red Bank, New Jersey 07701  
Fax: (732) 576-4420

(d) To the Rating Agency(ies):

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

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

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

**"Notice Representative"** means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.

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

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. 50-018 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

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

(b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and

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

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

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

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

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

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

**“Purchase Price”** means 100% of the principal amount of the Bonds, plus accrued interest to the date of delivery, plus a premium of \$4,014.60.

**“Purchaser”** means Robert W. Baird & Co., Inc., Red Bank, New Jersey, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

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

**“Refunded Notes”** means that portion of the Series 253 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**“Refunded Notes Redemption Date”** means June 1, 2015.

**“Refunded Notes Resolution”** means each resolution which authorized the Refunded Notes.

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

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

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

**“Series 253 Notes”** means the Issuer's Taxable General Obligation Temporary Notes, Series 253, dated October 15, 2014.

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

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

**“State”** means the state of Kansas.

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

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

**“2033 Term Bonds”** means the Bonds scheduled to mature in the year 2033.

**“2035 Term Bonds”** means the Bonds scheduled to mature in the year 2035.

**“2039 Term Bonds”** means the Bonds scheduled to mature in the year 2039.

**“2044 Term Bonds”** means the Bonds scheduled to mature in the year 2044.

**“Term Bonds”** means collectively, the 2033 Term Bonds, the 2035 Term Bonds, the 2039 Term Bonds and the 2044 Term Bonds.

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

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

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$8,685,000, for the purpose of providing funds to: (a) retire the Refunded Notes; and (b) pay Costs of Issuance.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall

determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

**SERIAL BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2017	\$220,000	3.000%	2025	\$270,000	4.000%
2018	220,000	3.000%	2026	275,000	4.000%
2019	230,000	4.000%	2027	290,000	3.375%
2020	235,000	4.000%	2028	295,000	3.500%
2021	240,000	4.000%	2029	310,000	3.625%
2022	245,000	4.000%	2030	315,000	4.000%
2023	250,000	4.000%	2031	330,000	4.000%
2024	260,000	4.000%			

**TERM BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2033	\$ 700,000	4.00%
2035	760,000	4.10%
2039	1,285,000	4.15%
2044	1,955,000	4.20%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

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

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

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each

Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

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

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

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

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denomination and form as provided herein.

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated May 6, 2015, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

## ARTICLE III

### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on December 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds

of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

**Mandatory Redemption.** (a) *2033 Term Bonds.* The 2033 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2033 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$345,000	2032
355,000	2033*

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\*Final Maturity

(b) *2035 Term Bonds.* The 2035 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2035 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$370,000	2034
390,000	2035*

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\*Final Maturity

(c) *2039 Term Bonds.* The 2039 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2039 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$300,000	2036
315,000	2037
330,000	2038
340,000	2039*

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\*Final Maturity

(d) *2044 Term Bonds.* The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption

Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2044 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$355,000	2040
375,000	2041
390,000	2042
410,000	2043
425,000	2044*

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\*Final Maturity

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

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

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

unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository

or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

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

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

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

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

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

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

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of

the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

## ARTICLE V

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

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

- (a) Redemption Fund for Refunded Notes.
- (b) Debt Service Account for Taxable General Obligation Airport Bonds, Series 2015B (within the Bond and Interest Fund).

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

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

- (a) The bid premium and excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Redemption Fund.

**Section 503. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be used for the purpose of: (a) retiring the Refunded Notes; (b) paying Costs of Issuance; and

(c) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate). Moneys necessary to retire the Refunded Notes shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Any moneys remaining in the Redemption Fund not needed for such purposes shall be transferred to the Debt Service Account.

**Section 504. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

**Section 505. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

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

## ARTICLE VII

### DEFEASANCE

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

## ARTICLE VIII

### CONTINUING DISCLOSURE REQUIREMENTS

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

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

of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

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

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

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

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

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

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

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

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

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

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

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

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

**Section 904. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or

telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

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

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on May 19, 2015, as the same appears of record in my office.

DATED: May 19, 2015.

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Karen Sublett, City Clerk

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

REGISTERED  
NUMBER \_\_

REGISTERED  
\$

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

**UNITED STATES OF AMERICA**  
**STATE OF KANSAS**  
**COUNTY OF SEDGWICK**  
**CITY OF WICHITA**  
**TAXABLE GENERAL OBLIGATION AIRPORT BOND**  
**SERIES 2015B**

**Interest**  
**Rate:**

**Maturity**  
**Date:**

**Dated**  
**Date: June 1, 2015**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2015 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or

draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

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

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

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

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

**CITY OF WICHITA, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of Taxable General Obligation Airport Bonds, Series 2015B, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date \_\_\_\_\_

Office of the State Treasurer,

Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 0709-087-060115-\_\_\_\_

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

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated “Taxable General Obligation Airport Bonds, Series 2015B,” aggregating the principal amount of \$8,685,000 (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5 thereof, and laws of the State of Kansas, including K.S.A. 13-1024a, as amended by Charter Ordinance No. 78 and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

**Redemption Prior to Maturity.** The Bonds are subject to optional and mandatory redemption prior to maturity as set forth in the Bond Resolution.

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

this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

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**LEGAL OPINION**

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

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

(PRINTED LEGAL OPINION)

---

**BOND ASSIGNMENT**

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

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

Dated \_\_\_\_\_

\_\_\_\_\_



**SCHEDULE I**

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS  
TAXABLE GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015B  
CAPITAL IMPROVEMENTS**

<b>PPN</b>	<b>OCA</b>	<b>Description of Project</b>	<b>CHARGEABLE TO CITY AT LARGE</b>	
<b>AIRPORT IMPROVEMENTS</b>				
1	451418	501853	Parking Facilities (28% taxable)	\$7,184,125.00
2	451423	501870	1801 Airport Road Remodel	1,375,875.00
<b>SUBTOTAL AIRPORT IMPROVEMENTS</b>			<b>\$8,560,000.00</b>	
<b>ADJUSTMENT FOR BID PREMIUM</b>			<b>125,000.00</b>	
<b>TOTAL BONDS - SERIES 2015B</b>			<b>\$8,685,000.00</b>	

**ORDINANCE NO. 50-019**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**MAY 19, 2015**

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**GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT)  
SERIES 2015C**

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**ORDINANCE NO. 50-019**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT), SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

---

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

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

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body has found and determined that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses, less other funds available to the City as detailed on said *Schedule I*, leaves a balance of at least \$68,545,000 to be paid by the City at large and to be financed by the issuance of general obligation bonds of the City; and

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

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law awarded the sale of such Bonds to the best bidder.

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

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

“**Act**” means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 13-1024a, as amended by Charter Ordinance No. 78 and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

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

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

“**Bonds**” means the City's General Obligation Airport Bonds (Subject to AMT), Series 2015C, dated June 1, 2015, authorized by this Ordinance.

“**City**” means the City of Wichita, Kansas.

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

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

“**Improvements**” means the improvements described in *Schedule I* to the Bond Resolution.

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

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means collectively, that portion of the Series 270 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

“**Series 270 Notes**” means the Issuer's General Obligation Temporary Notes (Subject to AMT), Series 270, dated October 15, 2014.

“**State**” means the State of Kansas.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Airport Bonds (Subject to AMT), Series 2015C, of the City in the principal amount of \$67,615,000, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay costs of issuance of the Bonds.

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

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

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

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

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

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

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

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

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**PASSED** by the City Council of the City on May 19, 2015 and **SIGNED** by the Mayor.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on May 19, 2015; that the record of the final vote on its passage is found on page [\_\_\_\_] of journal [\_\_\_\_]; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on May 21, 2015.

DATED: May 21, 2015.

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Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON MAY 21, 2015)

**SUMMARY OF ORDINANCE NO. 50-019**

On May 19, 2015, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT), SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2015C Bonds approved by the Ordinance are being issued in the principal amount of \$67,615,000, to finance certain capital improvements for the City and retire certain previously issued temporary notes of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wichita.gov](http://www.wichita.gov).

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

DATED: May 19, 2015.

---

Jennifer Magaña, Director of Law  
and City Attorney

**RESOLUTION NO. 15-145**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**MAY 19, 2015**

**GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT)  
SERIES 2015C**

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**RESOLUTION NO. 15-145**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT), SERIES 2015C, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-019 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “Issuer”) has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its General Obligation Airport Bonds (Subject to AMT), Series 2015C (the “Bonds”); and

**WHEREAS**, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

**ARTICLE I**

**DEFINITIONS**

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

**“Act”** means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 13-1024a, as amended by Charter Ordinance No. 78 and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

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

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

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

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

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

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

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** means the General Obligation Airport Bonds (Subject to AMT), Series 2015C, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

**“City”** means the City of Wichita, Kansas.

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

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

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

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

**“Dated Date”** means June 1, 2015.

**“Debt Service Account”** means the Debt Service Account for General Obligation Airport Bonds (Subject to AMT), Series 2015C created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

**“Defeasance Obligations”** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Improvement Fund”** means the Improvement Fund for General Obligation Airport Bonds (Subject to AMT), Series 2015C created pursuant to *Section 501* hereof.

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

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

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing December 1, 2015.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

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

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

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

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Citigroup Global Markets Inc.  
390 Greenwich Street, 2<sup>nd</sup> Floor  
New York, New York 10013  
Fax: (212) 723-8951

(d) To the Rating Agency(ies):

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

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

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

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. 50-019 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either

of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

**“Purchase Price”** means 100% of the principal amount of the Bonds, plus accrued interest to the date of delivery, plus a premium of \$3,832,748.80.

**“Purchaser”** means Citigroup Global Markets Inc., New York, New York, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

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

**“Refunded Notes”** means that portion of the Series 270 Notes paid from the proceeds of the Bonds and other available funds of the Issuer.

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

**“Refunded Notes Redemption Date”** means June 1, 2015.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

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

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

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

“**Series 270 Notes**” means the Issuer's General Obligation Temporary Notes (Subject to AMT), Series 270, dated October 15, 2014.

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

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

“**State**” means the state of Kansas.

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

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

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

“**2039 Term Bonds**” means the Bonds scheduled to mature in the year 2039.

“**2044 Term Bonds**” means the Bonds scheduled to mature in the year 2044.

“**Term Bonds**” means collectively, the 2039 Term Bonds and the 2044 Term Bonds.

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

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

**ARTICLE II**

**AUTHORIZATION AND DETAILS OF THE BONDS**

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$67,615,000, for the purpose of providing funds to: (a) retire the Refunded Notes; (b) pay a portion of the costs of the Improvements; and (c) pay Costs of Issuance.

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

**SERIAL BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2015	\$1,385,000	4.00%	2026	\$1,550,000	5.00%
2016	1,125,000	4.00%	2027	1,610,000	5.00%
2017	1,000,000	5.00%	2028	1,690,000	5.00%
2018	1,010,000	5.00%	2029	1,765,000	5.00%
2019	1,060,000	5.00%	2030	1,865,000	5.00%
2020	1,120,000	5.00%	2031	1,955,000	5.00%
2021	1,185,000	5.00%	2032	2,055,000	5.00%
2022	1,250,000	5.00%	2033	2,170,000	5.00%
2023	1,315,000	5.00%	2034	2,280,000	5.00%
2024	1,385,000	5.00%	2035	2,390,000	5.00%
2025	1,465,000	5.00%			

**TERM BONDS**

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2039	\$13,305,000	5.00%
2044	21,680,000	4.25%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

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

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

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

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the

address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the

Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

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

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

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement

Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denomination and form as provided herein.

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated May 6, 2015, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on December 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

**Mandatory Redemption.** (a) *2039 Term Bonds.* The 2039 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2039 Term Bonds:

<b>Principal Amount</b>	<b>Year</b>
\$2,480,000	2036
3,435,000	2037
3,600,000	2038
3,790,000	2039*

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\*Final Maturity

(b) *2044 Term Bonds.* The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2044 Term Bonds:

<b>Principal Amount</b>	<b>Year</b>
\$3,985,000	2040
4,145,000	2041
4,330,000	2042
4,510,000	2043
4,710,000	2044*

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\*Final Maturity

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

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

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

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

hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the

unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

## ARTICLE IV

### SECURITY FOR BONDS

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

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

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be

deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

## ARTICLE V

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

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

- (a) Redemption Fund for Refunded Notes.
- (b) Improvement for General Obligation Airport Bonds (Subject to AMT), Series 2015C.
- (c) Debt Service Account for General Obligation Airport Bonds (Subject to AMT), Series 2015C (within the Bond and Interest Fund).

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

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

- (a) An amount necessary to retire the Refunded Notes, shall be deposited into the Redemption Fund.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Improvement Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

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

## ARTICLE VII

### DEFEASANCE

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

## ARTICLE VIII

### TAX COVENANTS

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

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

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

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

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

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an

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

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

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or

supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

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

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other

reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, Director of Law and  
City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on May 19, 2015, as the same appears of record in my office.

DATED: May 19, 2015.

---

Karen Sublett, City Clerk

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

**REGISTERED  
NUMBER \_\_**

**REGISTERED  
\$**

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

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF WICHITA  
GENERAL OBLIGATION AIRPORT BOND (SUBJECT TO AMT)  
SERIES 2015C**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: June 1, 2015**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2015 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or



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

By \_\_\_\_\_

Registration Number: 0709-087-060115-\_\_\_\_

---

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

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Airport Bonds (Subject to AMT), Series 2015C," aggregating the principal amount of \$67,615,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 13-1024a, as amended by Charter Ordinance No. 78 and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

**Redemption Prior to Maturity.** The Bonds are subject to optional and mandatory redemption prior to maturity as set forth in the Bond Resolution.

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

provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

---

#### LEGAL OPINION

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

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

#### BOND ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

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

Signature guarantee:

By \_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of June 1, 2015.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
  Clerk

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
  Treasurer of the State of Kansas

**SCHEDULE I**

**LIST OF IMPROVEMENTS**

**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT), SERIES 2015C  
CAPITAL IMPROVEMENTS

<b>PPN</b>	<b>OCA</b>	<b>Description of Project</b>	<b>CHARGEABLE TO CITY AT LARGE</b>	
<b>AIRPORT IMPROVEMENTS</b>				
1	455361	501440	ACT 3 Terminal Building	\$68,157,655.00
2	460051	510269	Jabara Airfield Pavement Rehabilitation	387,345.00
<b>SUBTOTAL AIRPORT IMPROVEMENTS</b>				<b>\$68,545,000.00</b>
<b>ADJUSTMENT FOR BID PREMIUM</b>				<b>930,000.00</b>
<b>TOTAL BONDS – SERIES 2015C</b>				<b>\$67,615,000.00</b>

**REQUEST FOR DECLARATION OF EMERGENCY**

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

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, May 19, 2015, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015A, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015A Bonds occur on the same date bids are received and to enable the City to deliver the Series 2015A Bonds authorized by said Ordinance on June 1, 2015.

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

**EXECUTED** at Wichita, Kansas on May 19, 2015.

---

Jeff Longwell, Mayor

(Seal)

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Jennifer Magaña, Director of Law and  
City Attorney

**REQUEST FOR DECLARATION OF EMERGENCY**

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

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, May 19, 2015, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION AIRPORT BONDS, SERIES 2015B, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015B Bonds occur on the same date bids are received and to enable the City to deliver the Series 2015B Bonds authorized by said Ordinance on June 1, 2015.

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

**EXECUTED** at Wichita, Kansas on May 19, 2015.

---

Jeff Longwell, Mayor

(Seal)

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Jennifer Magaña, Director of Law and  
City Attorney

**REQUEST FOR DECLARATION OF EMERGENCY**

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

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, May 19, 2015, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS (SUBJECT TO AMT), SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015C Bonds occur on the same date bids are received and to enable the City to deliver the Series 2015C Bonds authorized by said Ordinance on June 1, 2015.

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

**EXECUTED** at Wichita, Kansas on May 19, 2015.

---

Jeff Longwell, Mayor

(Seal)

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Jennifer Magaña, Director of Law and  
City Attorney

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** 2015 Wichita River Festival Resolution - Community Event with Alcohol Consumption (Districts I, III, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New Business

---

**Recommendation:** Adopt the Resolution to allow alcohol consumption during the Wichita River Festival, May 29 through June 6, 2015.

**Background:** A Community Event Application that would establish a temporary entertainment district (TED) and allow alcohol consumption has been submitted for the Wichita River Festival, scheduled for May 29 through June 6, 2015. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event and which are depicted on the attached map. The TED is bounded by Douglas Avenue on the North and includes the plaza area surrounding Century II and A. Price Woodard Park, extending along the river bank south to the South where it expands to include the WaterWalk and WaterWalk Pavilion area, including west Waterman Street. The location for alcohol consumption will vary depending upon the time of day. Additionally, the TED includes the Lewis Street Bridge during the evenings and weekend hours. Upon review of the application for this community event and upon consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, the City Council shall determine if such approval should be given.

**Analysis:** Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed. Based upon the factors set forth in Section 3.11.080 of the City Code, staff finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

**Financial Consideration:** There are no financial considerations.

**Legal Consideration:** The Law Department has prepared the proposed Resolution and approved as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the Resolution to allow alcohol consumption upon sidewalks and public streets during the Wichita River Festival, May 29 through June 6, 2015.

**Attachments:** Resolution and map of proposed sites for consumption of alcoholic liquor for the Wichita River Festival.

**RESOLUTION NO. 15-140****A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE 2015 WICHITA RIVER FESTIVAL**

WHEREAS, the City Council has approved as a community event , the Wichita River Festival, to occur from May 29 through June 6, 2015.

WHEREAS, the City Council has approved the following public streets to be closed to vehicular traffic for such event upon the dates and during the times as follows:

1. South Century II Drive from Main Street to Douglas Avenue; South Cancun Street; and Century II Drive from South Cancun Street to the north curb line of West Tlalnepantla Drive will be closed with the consumption of alcoholic liquor allowed from 11:00 a.m. through 11:00 p.m. on Friday, May 29; from 10:00 a.m. to 11:00 p.m. on Saturday, May 30 and Sunday, May 31, and Saturday, June 6, 2015; and from 11:00 a.m. until 10:30 p.m. on Monday through Friday, June 1 through June 5, 2015.
2. Douglas Avenue from the east curb line of Waco Avenue to the west curb line of Water Street; the south 50 feet of Civic Center Place; and the south 50 feet of Wichita Street will be closed with the consumption of alcoholic liquor allowed from 4:00 p.m. to 11:00 p.m. on Friday, May 29; from 4:00 p.m. to 10:30 p.m. on Monday, June 1 through Friday, June 5; and from 10:00 a.m. to 11:00 p.m. on Saturday, May 30, Sunday, May 31, and Saturday, June 6, 2015.
3. Waterman/Lewis Street from approximately 20 feet west of the Hyatt driveway to the east curb line of Wichita Street will be closed with consumption of alcoholic liquor allowed from 11:00 a.m. through 11:00 p.m. on Friday, May 29; from 10:00 a.m. to 11:00 p.m. on Saturday, May 30 and Sunday, May 31, and Saturday, June 6, 2015; and from 11:00 a.m. until 10:30 p.m. on Monday through Friday, June 1 through June 5, 2015.
4. Waterman /Lewis Street from 20 feet west of the Hyatt driveway to the west end of the Lewis Street bridge and South Wichita Street from the south curb line of Waterman Street to the north edge of the north entrance into the Wichita Boathouse parking will be closed with the consumption of alcoholic liquor allowed from 4:00 p.m. to 11:00 p.m. on Friday, May 29; from 4:00 p.m. to 10:30 p.m. on Monday, June 1 through Friday, June 5; and from 10:00 a.m. to 11:00 p.m. on Saturday, May 30, Sunday, May 31 and Saturday, June 7, 2015.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Wichita River Festival has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the

Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Wichita River Festival as set forth above and to occur upon the dates and during the times above stated.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this 19<sup>th</sup> day of May, 2015.

CITY OF WICHITA, KANSAS

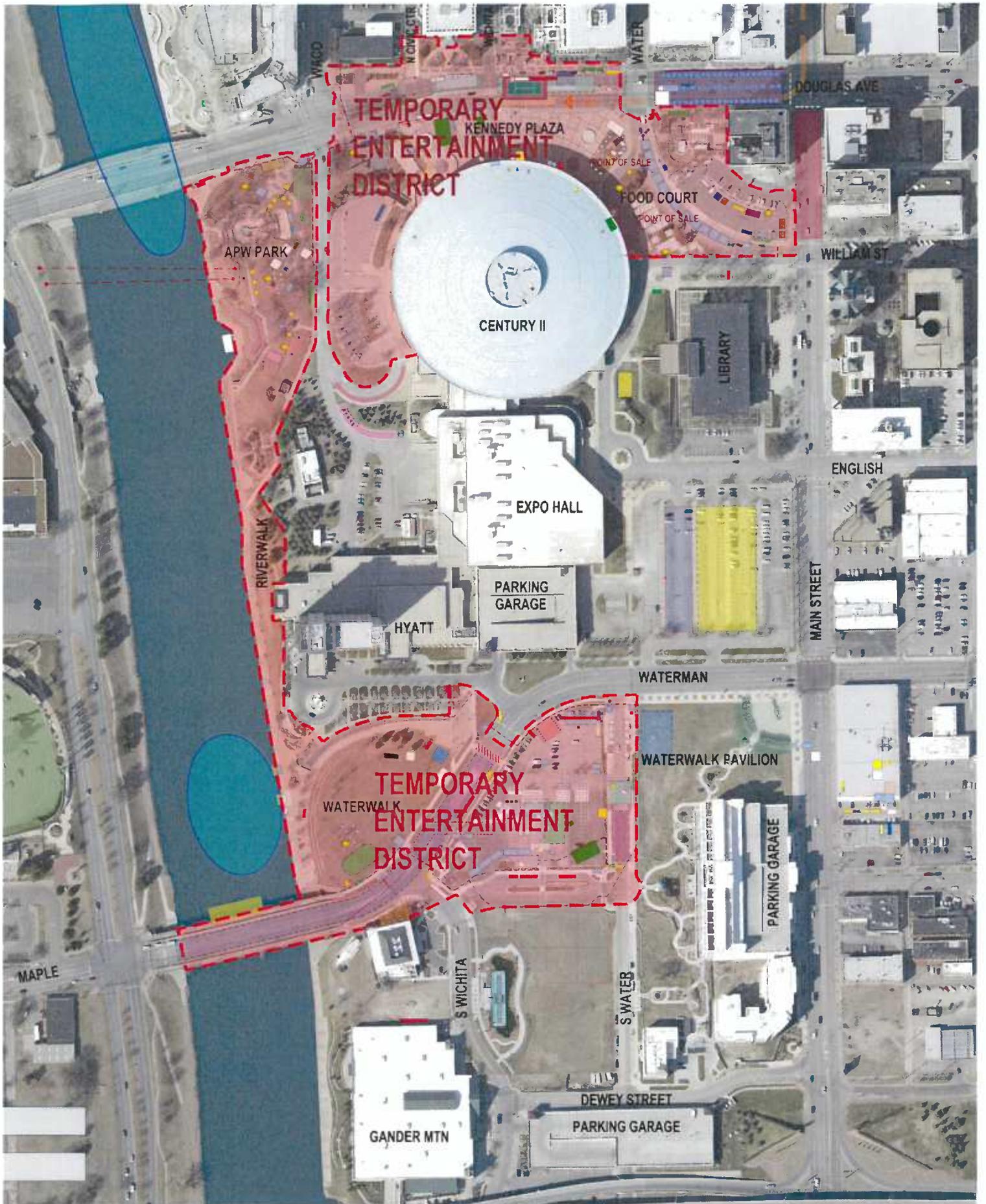
By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña  
Director of Law



**TEMPORARY  
ENTERTAINMENT  
DISTRICT**

**TEMPORARY  
ENTERTAINMENT  
DISTRICT**

KENNEDY PLAZA

CENTURY II

FOOD COURT

APW PARK

EXPO HALL

PARKING  
GARAGE

HYATT

WATERMAN

WATERWALK PAVILION

WATERWALK

PARKING  
GARAGE

S WICHITA

S WATER

DEWEY STREET

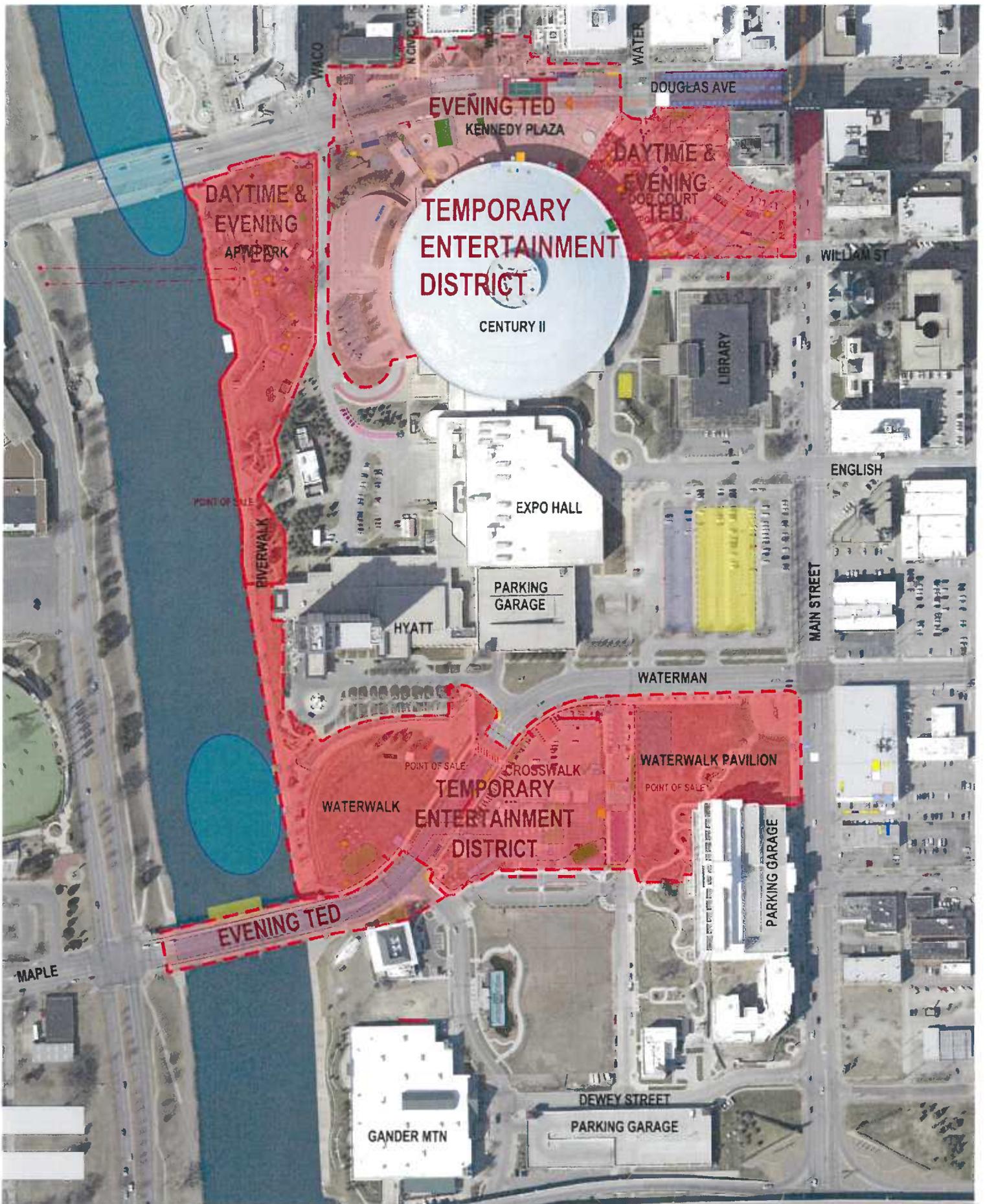
GANDER MTN

PARKING  
GARAGE



**2015 RiverFestival TED MAP - COMP**

© WFI & SJCF ARCHITECTURE 23 MAR 2015



# 2015 RiverFestival TED Mon-Friday

© WFT & SJCF ARCHITECTURE 25 MAR 2015

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** 2015 Wichita River Festival Resolution – Gating A. Price Woodard Park and the Hyatt Regency Wichita Lawn (Districts I, III, IV and VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

---

**Recommendation:** Adopt the resolution to allow Wichita Festivals, Inc., to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2015 Wichita River Festival.

**Background:** Wichita Festivals, Inc., has requested permission to fence and charge admission to A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel as part of the Wichita River Festival, May 29 to June 6, 2015. Fence installation would begin on Tuesday May 21, 2015 and would be removed by Wednesday, June 10, 2015, at 5:00 p.m.

**Analysis:** Section 9.03.170 of the Code of the City of Wichita permits the closing of the A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel for special events complying with the requirements of Section 3.11.080 and the factors set forth in Section 9.03.080 of the City Code. Wichita Festivals, Inc., would be required to obtain appropriate approval for all 2015 Wichita River Festival events and activities, specifying dates, times, locations and other pertinent data.

The Resolution would allow A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel to be fenced and allow Wichita Festivals, Inc., to charge admission for events associated with the Wichita River Festival.

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** The Law Department has prepared the proposed Resolution and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution to allow the Wichita Festivals, Inc., to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2015 Wichita River Festival.

**Attachments:** Resolution

(First Published in the Wichita Eagle on May 22, 2015)

RESOLUTION NO. 15-141

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CLOSURE OF A. PRICE WOODARD PARK AND THE LAWN ADJACENT TO THE HYATT REGENCY HOTEL FOR WICHITA RIVER FESTIVAL EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 29 through June 6, 2015, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park and on the lawn adjacent to the Hyatt Regency Hotel and Conference Center will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

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

1. A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel and Conference Center shall be closed to the public for the duration of the Wichita River Festival held from May 29 to June 6, 2015. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into both the park and the lawn adjacent to the

Hyatt. Additionally, vendors will be allowed to sell merchandise within both areas during the event.

2. All events to be held at both sites will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,  
this 19<sup>th</sup> day of May, 2015.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to form:

---

Jennifer Magaña  
Director of Law

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events - 2015 Wichita River Festival (Districts I, III, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New Business

---

**Recommendation:** Approve the licensing report, street closures and request for permit for the 2015 Wichita River Festival per the Memorandum of Understanding (MOU) between the City of Wichita (City) and Wichita Festivals, Inc., (WFI).

**Background:** Since 1972, WFI has coordinated and produced a multiday community celebration that attracts local residents and tourists from the State of Kansas and surrounding states. The City entered into a two-year MOU with WFI on February 20, 2014 that outlines the expectations for the sponsorship of the festival by the City. In-kind services, permits, licenses, street closures and security provided by the Wichita Police Department are clearly outlined in the MOU to ensure the requirements and conditions of the Special Event Ordinance are followed.

**Analysis:** WFI is coordinating with City departments for licensing and street closure requests. Approval of such permit will be in lieu of the issuance of individual permits and authorizations identified as necessary.

**Financial Consideration:** City sponsorship of \$40,000 will be taken from the Convention and Tourism Fund. The City also agrees to meet the commitment of \$50,000 for in-kind services to WFI, which is at a level similar to the previous year.

**Legal Consideration:** The Law department has reviewed and approved the certificate of insurance.

**Recommendation/Actions:** It is recommended that the City Council approve the licensing report, street closures and request for permit for the 2015 Wichita River Festival, per the MOU between the City and WFI.

**Attachments:** River Festival Licensing and Street Closure Requests.

City Licensing Report  
2015 Wichita Riverfest

Location	Date - start	Date - end	Approvals
Cil Drive	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permmision to use site.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission to use electric box on Douglas &amp; Water.</li> <li>4. Permission to use waste water (sewer) connection.</li> <li>5. Permission to use water supply.</li> <li>6. Permission to use parking lot behind food court.</li> </ol>
SG CO Historical Mues.	2015-05-29 0:00	2015-06-06 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site &amp; hang banners/signs.</li> </ol>
Abode Venue	2015-05-29 0:00	2014-05-30 0:00	NA
WaterWalk (Hyatt Lawn, WaterWalk Fountains Area, Lot D, Lot C)	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission Chris Cakes.</li> <li>4. Permission to set electrical panels at N.E. and S.W. corner of lawn from ground source.</li> <li>5. Permission to have fountains on and active during event.</li> <li>6. Permissin to Park RV in dirt space between Boathouse and Gander Mtn.</li> </ol>
Kennedy Plaza & Lot B	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission to use Lot B for parking on some nights.</li> <li>4. Permission to park RV in Lot A.</li> </ol>
A. Price Woodard Park	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission to hang string lights from trees.</li> <li>4. Permission to set electrical panels for floating stage</li> <li>5. Permission to use electric drops throughout APW</li> <li>6. Permission to have fountains on and active during the event.</li> <li>7. Permission to install Zipline poles on east and west side of river.</li> </ol>
Tripodal Grass Area at Century ii	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site &amp; hang banners/signs.</li> </ol>
Wichita Public Library West side	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site on behalf of Library.</li> <li>2. Permission to hang banners/signs.</li> </ol>
Big Arkansas River/Under Douglas St. Bridge (East Bank)	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use waterway from Kansas Wildlife &amp; Parks Department.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission to use waterway from City of Wichita Park Department.</li> </ol>
Big Arkansas River	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use sight &amp; hang banners/signs.</li> </ol>
E. Riverbank, Between Gander Mnt. & 1st St	2015-05-18 0:00	2015-06-10 0:00	<ol style="list-style-type: none"> <li>1. Permission to use site.</li> <li>2. Permission to hang banners/signage.</li> <li>3. Permission to use waterway from Kansas Wildlife and Park Department.</li> <li>4. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway, and boat ramp.</li> <li>5. Permission to use 4 wheeler for set up and tear down.</li> <li>6. Permission to park 4 wheeler and loaded trailer inside the Hyatt lawn venue on Tues 5/26/14 and move out early on Sunday morning 6/7/14.</li> <li>7. Permission to use Gander Mountains south parking lot.</li> <li>8. Permission to move deer stands and other objects in Gander Mountain parking lot to clear adequate space for event staging in Ganders south lot.</li> </ol>

City Licensing Report  
2015 Wichita Riverfest

Veterans Memorial Park	2015-06-02 0:00	2015-06-02 0:00	1. Permission to use site & hang banners/signs.
Drury Park; East Bank of River, North of Douglas	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use waterway from KS Wildlife and Parks Department 2. Permissions to hang banners/signage. 3. Permission to use waterway from City of Wichita Park Department 4. Permission to set 10x10 tent on Friday, May 30. 5. Permission to set storage unit under bridge on Friday, May 30. 6. Permission to use 5 spaces at 1st and Waco lot for boat trailers and extra storage. Need 4 vehicle passes (marked for Drury)
Botanica	2015-05-31 0:00	2015-05-31 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
South Lakes Sport Complex	2015-05-29 0:00	2015-06-06 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
Downtown	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use site for Sundown Parade. 2. Permission to hang banners/signage. 3. Permission to set up and operate Riverfest as needed to make the event as successful as can be.
Lot on SW corner of Sycamore & 2nd Street	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use site & hang banners/signs.
WaterWalk, Wichita Boathouse & Boathouse North Lawn	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use site & hang banners/signs.
West Bank Stage Area & Delanon Park	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
1st & Waco Lot	2015-05-18 0:00	2015-06-10 0:00	1. Permission to use site & hang banners/signs.
Lawrence Dumont Stadium	2015-05-31 0:00	2015-05-31 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
Ralph Wulz Riverside Tennis Center	2015-05-30 0:00	2015-05-30 20:00	1. Permission to use site. 2. Permission to hang banners/signage.
Stryker Soccer Complex	2015-05-30 0:00	2015-06-06 20:00	1. Permission to use site. 2. Permission to hang banners/signage.
South Lot At Lawrence Dumont Stadium	2015-06-06 0:00	2015-06-06 20:00	1. Permission to use site. 2. Permission to hang banners/signage.

Event Name	Location	Location Specifics	Street Closings	Street Closure Signage & Barricades
<b>2015: 9-day Food Court</b>	Cil Drive		<p><b>**5/18 at 9:00 am - 6/9 at 11:00 pm**</b></p> <ol style="list-style-type: none"> <li>1. Century II Dr. between Douglas &amp; S. Main St.</li> </ol>	<p><b>**Type 3 Barricades**</b>: 4 on Cil Dr. at Douglas, 4 on Cil Dr. at S. Main St.</p> <p><b>**No Left Turn**</b>: 1 westbound on Douglas at Cil Drive.</p> <p><b>**Navigators**</b>: 20 closing off leftand center westbound on Douglas.</p>
<b>2015: World Record Attempt - Logest Line Of Bicycles</b>	WaterWalk/Kenedy Plaza		<p><b>**May 30, 11:00am – 2:30pm**</b></p> <ol style="list-style-type: none"> <li>1. Waterman/Maple from Hyatt Drive to McLean</li> <li>2. McLean from Waterman/Maple to Douglas</li> <li>3. Douglas from McLean to Main</li> <li>4. Main from Douglas to Waterman</li> </ol>	
<b>2015: Kennedy Plaza Event Space</b>	Kennedy Plaza		<p><b>**5/26 at 9:00 am - 10:00 pm**</b>  <b>**5/27 at 9:00 am - 10:00 pm**</b>  <b>**5/28 at 9:00 am - 10:00 pm**</b>  <b>**5/29 at 9:00 am - 6/1 at 1:00 am**</b>  <b>**6/1 - 6/4 at 2:00 pm - 1:00 am**</b>  <b>**6/5 at 2:00 pm - 6/8 at 12:00 pm**</b></p> <ol style="list-style-type: none"> <li>1. Douglas between Waco &amp; Water St.</li> <li>2. N. Civic Center Place at Douglas.</li> <li>3. Willis Coroon Dr. at Douglas.</li> </ol>	<p><b>**Road Closed Ahead**</b>: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McLean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main.</p> <p><b>**Left Turn Only**</b>: 1 - East bound on Douglas at Waco.</p> <p><b>**Right Turn Only**</b>: 1 - West bound on Douglas at Water.</p> <p><b>**Type 3 Barricades**</b>: 6 - Douglas &amp; Waco, 6 - Douglas &amp; Water, 2 - Douglas &amp; N. Civic Center Pl., 2 - Douglas &amp; Willis Coroon Dr., 2 - Waco Extension (Douglas &amp; Waco).</p>
<b>2015: WaterWalk Event Area</b>	WaterWalk		<p><b>**5/22 at 9:00 am - 6/10 at 11:00 pm**</b></p> <ol style="list-style-type: none"> <li>1. S Wichita St between Lewis St &amp; the Hyatt Driveway</li> <li>2. S Water St between W Waterman St &amp; W Dewey St</li> <li>3. Waterwalk Plc/W Lewis St. between S Wichita St &amp; S Water St</li> </ol> <p>-----</p> <p><b>**6/4 at 12:00 pm - 6/4 12:00 am**</b> and  <b>**6/6 at 9:00 am - 6/6 at 10:00 pm**</b></p> <ol style="list-style-type: none"> <li>1. Lewis St (including Lewis St Bridge) between S McLean Blvd &amp; S Wichita</li> <li>2. S Wichita St between Lewis St &amp; W. Dewey St.</li> </ol>	<p><b>**Road Closed Ahead**</b>: 1 - east bound on W Maple St west of S McLean Blvd, 1 - west bound on E Waterman St west of S Main St, 1 - on E Dewey St east of S Main St, 1 - on S Water St south of W Kellogg Ave, 1 - on S Wichita St south of W Kellogg Ave</p> <p><b>**Road Closed**</b>: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1 - on S Water St just south of W Dewey St, 1 - on S Wichita St just north of W Dewey St</p> <p><b>**Type 3 Barricades**</b>: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1 - on S Water St just north of W Dewey St, 1 - on S Wichita St just north of W Dewey St</p> <p><b>**No Right Turn**</b>: 1 - southbound on S Main St just north of W Waterman St, 1 - westbound on W Dewey St at S Wichita St.</p> <p><b>**No Left Turn**</b>: 1 - northbound on S Main St at W Waterman St</p> <p><b>**Cones**</b>: 20 - closing off center lane eastbound on W Maple St at S McLean Blvd, 20 - closing off center lane westbound on W Waterman St at S Main St, 10 - closing off left turn lane on S Main St at W Waterman St,</p>
<b>2015: Aviation Day</b>	Kennedy Plaza		<p><b>**6/4 at 10:00 pm - 6/6 at 3:00 am**</b></p> <ol style="list-style-type: none"> <li>1. Douglas between Water &amp; Main St.</li> <li>2. Water between Douglas &amp; 1st St.</li> </ol>	<p><b>**Road Closed Ahead**</b>: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McLean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main.</p> <p><b>**Left Turn Only**</b>: 1 - East bound on Douglas at Waco.</p> <p><b>**Cones**</b>: 20 - closing off right hand lane on eastbound Douglas at Waco</p> <p><b>**Type 3 Barricades**</b>: 6 - Douglas &amp; Waco, 6 - Douglas &amp; Main St., 2 - Douglas &amp; N. Civic Center Pl., 2 Douglas &amp; Willis Coroon Dr., 2 - Waco Extension (Douglas &amp; Waco), 2 Main St &amp; Douglas Ave, 2 - Mainst. &amp; William St., 2 - Main St. &amp; English St.</p>

<b>2015: Marketplace</b>	<b>**5/31 at 5:00 am - 6/1 at 12:00 am**</b> 1. Douglas between Water & Main St. 2. Water between Douglas & 1st St.	<b>**Road Closed Ahead**:</b> 1 - West bound Douglas at Broadway, 1 - west bound Douglas at Market  <b>**Left Turn Only**:</b> 1 - West bound Douglas at Main.  <b>**Cones**:</b> 20 - closing off right hand lane on westbound Douglas at Main  <b>**Type 3 Barricades**:</b> 6 - Douglas & Waco, 6 - Douglas & Main St., 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
<b>2015: Motorcycle Rally</b>	<b>**6/6 at 5:00 am - 6/7 at 12:00 am**</b> 1. Douglas between Water & Main St. 2. Water between Douglas & 1st St.	<b>**Road Closed Ahead**:</b> 1 - West bound Douglas at Broadway, 1 - west bound Douglas at Market  <b>**Left Turn Only**:</b> 1 - West bound Douglas at Main.  <b>**Cones**:</b> 20 - closing off right hand lane on westbound Douglas at Main  <b>**Type 3 Barricades**:</b> 6 - Douglas & Waco, 6 - Douglas & Main St., 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
<b>2015: Fireworks - Opening &amp; Closing Night</b>	<b>Fireworks Locations</b> Location: Viewing along the Arkansas River from Lewis to 1st St <b>**5/29 &amp; 6/6 from 9:00 AM - 11:00 PM**</b> 1. Douglas from Water to Sycamore (12:00 PM - 11:00 PM) 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM) 3. McLean from 1st to Maple (5:30 PM - 11:00 PM) 4. N. Civic Center Place at Douglas. (12:00 PM - 11:00 PM) 5. Willis Coroon Dr. at Douglas. (12:00 PM - 11:00 PM) 6. Waco from Douglas to 1st (5:30 PM - 11:00 PM) 7. Sycamore from McClean to Douglas (12:00 PM - 11:00 PM)	<b>**Road Closed Ahead**:</b> 1 - east bound Douglas at Osage St., 1 - east bound Douglas at Oak, 1 - West bound Douglas at Market, 1 - West bound Douglas at Broadway.  <b>**Left Turn Only**:</b> 1 - North bound on McClean at Maple, 1 - East bound on 1st/2nd at McClean  <b>**Right Turn Only**:</b> 1 - West bound on Douglas at Water.  <b>**Cones**:</b> 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water  <b>**Type 3 Barricades**:</b> 6 - Douglas & Sycamore, 6 - Douglas & Water, 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco), 6 - 2nd/1st & McClean. 2 - 1st & Waco
<b>2015: River Run</b>	<b>WaterWalk</b> Kansas Health Foundation River Run Street Closings  Saturday, June 6, 2015 from 2:00 am - 12:00 pm  1. Lewis Street, McLean Boulevard to Waterman Street 2. Waterman Street, Lewis Street to Washington Avenue 3. Wichita Street, Dewey Street to Lewis Street 4. Water Street, Waterman Street to Main Street 5. Main Street, Lewis Street to English Street 6. Market Street, Lewis Street to Douglas Avenue 7. Broadway Avenue, Lewis Street to First Street 8. Topeka Street, Lewis Street to First Street 9. Emporia Street, Lewis Street to Douglas Avenue 10. St. Francis Street, Waterman Street to Mead Street 11. Commerce Street, Waterman Street to Mead Street 12. Mead Street, Waterman Street to Douglas Avenue 13. Douglas Avenue, Washington Street to Sycamore Street 14. Main Street, First Street to Williams Street 15. Waco Street, Douglas Avenue to Ninth Street 16. First Street/Second Street, McLean Boulevard to Wichita Street 17. Second Street, Wichita Street to Riverview Street 18. Third Street, Wichita Street to Waco Street 19. Central Avenue, Main Street to Greenway Boulevard 20. Murdock Street, Water Street to West Stackman Drive 21. Eight Street, Waco Street to Backbay Boulevard 22. Backbay Boulevard, Eight Street to Ninth Street 23. Ninth Street, Backbay Boulevard to Bitting Street 24. Jefferson Street, Eighth Street to Oak Park Drive 25. Oak Park Drive, Bitting Street to Eleventh Street 26. Bitting Street, Tenth Street to West River Boulevard 27. Forest Street, Oak Park Drive to Eleventh Street 28. Eleventh Street, Oak Park Drive to West River Boulevard 29. Briggs Street, West River Boulevard to Litchfield Street 30. Litchfield Street, West River Boulevard to Faulkner Street 31. Faulkner Street, West River Boulevard to Buffum Street 32. Buffum Street, West River Boulevard to Carter Street	See attacehd barricade location document.

- 33. Carter Street, West River Boulevard to Riverside Avenue
- 34. Riverside Avenue, West River Boulevard to Nims Street
- 35. Nims Street, Franklin Street to West River Boulevard
- 36. Wiley Street, West River Boulevard to Murdock Street
- 37. West River Boulevard, Eleventh Street to Murdock Street
- 38. Stackman Drive, Murdock Avenue to Central Avenue
- 39. Nims Street, Riverside Park Drive to Central Avenue
- 40. Spaulding Street, Murdock Avenue to Stackman Drive
- 41. Gilman Street, Murdock Street to Buffum Street
- 42. Buffum Street, Stackman Drive to Faulkner Street
- 43. Faulkner Street, Stackman Drive to Pine Street
- 44. Pine Street, Stackman Drive to Sim Park Drive
- 45. Sim Park Drive, Stackman Drive to Central Avenue
- 46. Central Avenue, Nims Street to Seneca Street
- 47. Seneca Street, Central Avenue to McLean Boulevard
- 48. McLean Boulevard, Seneca Street to Taft Street
- 49. Sycamore Street, McLean Boulevard to Maple Street
- 50. Maple Street, McLean Boulevard to Lewis Street

<b>2015: Sundown Parade</b>	Downtown	Parade Route:	Sundown Parade May 29, 2015	See attached barricade location document.
		Start: Central and Main; south on Main to Douglas; west on Douglas to Waco; north on Waco to 3rd St N. Staging on Main, north of Central to 11th St N between Water & Market. See street closure/ barricade map for specifics.	<p>Parade Staging:</p> <p>5:30 p.m. - 9:00 p.m.</p> <ol style="list-style-type: none"> <li>1. Main from Central to 11th</li> <li>2. Elm from Water to Market</li> <li>3. Pine from Wichita to Market</li> <li>4. Wichita from Murdock to Central</li> <li>5. Wichita from Murdock to 8th St. (both ends)</li> <li>6. Water from Murdock to Elm</li> <li>7. 8th from Water to Market</li> <li>8. 9th from Water to Market</li> <li>9. 10th from Water to Market</li> </ol> <p>Central stays open for cross traffic for as long as practical.</p> <p>Parade:</p> <p>6:00 p.m. - 9:00 p.m.</p> <ol style="list-style-type: none"> <li>1. Main from Central to English</li> <li>2. 2nd from Market to Waco</li> <li>3. 1st from McLean to Main</li> <li>4. Waco from Douglas to Central</li> <li>5. 3rd from Riverview to Market</li> <li>6. Central from Market to Nims</li> <li>7. Greenway from Central to Waco</li> <li>8. Douglas from McLean to Market</li> <li>9. William from Market to Main</li> <li>10. Murdock from Waco to Market</li> <li>11. Water from Douglas to 3rd</li> </ol>	
			Note: Any traffic exiting the Core Area or to/from the Broadview Hotel, CII personnel and Hyatt Service will access via Douglas from McLean.	
			Note: Northwest portion of 1st and McLean intersection remains open for traffic.	
			WPD ultimately controls the actual times of street closings and openings.	

**2015: Touch a Truck  
WW**

**\*\* 6/4 at 3:00 pm - 12:00 am\*\***

1. Waterman (including Lewis St. Bridge) between McClean & Hyatt Driveway
2. Wichita between Waterman & Dewey
3. Water between Waterman & Dewey
4. Lewis St. between Wichita & Water

**\*\*Road Closed Ahead\*\*:** 1 - east bound Maple at Oak, 1 - east bound Maple at Sycamore, 1 - west bound Waterman at Market, 1 - west bound Waterman at Broadway,

**\*\*Type 3 Barricades\*\*:** 6 - Maple & Mclean, 6 - Waterman & Main, 2 - Dewey & Wichita, 2 - Dewey & Water.

**\*\*No Right Turn\*\*:** 1 - southbound on Main at Waterman, 1 - westbound Dewey at Wichita.

**\*\*No Left Turn\*\*:** 1 - northbound on Main at Waterman.

**\*\*Cones\*\*:** 20 - closing off center lane eastbound on Maple at McClean, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.

**City of Wichita  
City Council Meeting  
May 19, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Amendment to City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services

**INITIATED BY:** Office of Urban Development

**AGENDA:** ~~Consent~~ *New Business*

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**Recommendation:** Approve the amendment.

**Background:** On August 19, 2003, the City Council approved a five-year contract with Sedgwick County and the Greater Wichita Economic Development Coalition (“GWEDC”) to provide economic development services. The GWEDC is a public-private partnership established to focus on business recruitment, retention and expansion and workforce development in Wichita and Sedgwick County. It was established by the City, the County and the Wichita Metro Chamber of Commerce (the “Chamber”). The contract was renewed on November 18, 2008 for an additional five year term, expiring on December 31, 2013. A contract for an additional five-year term, to expire on December 31, 2018, was approved and executed on December 11, 2013.

The Sedgwick County Commission has approved a revision to the agreement approved in 2013 that aligns the timing of the provision for termination of the funding based upon its annual budget considerations.

**Analysis:** Since 2004, GWEDC has served as the primary economic development marketing agency and contact for business recruitment, retention and expansion prospects in Wichita and Sedgwick County. GWEDC’s goals for the first ten years included creation of at least 19,500 jobs, capital investment of \$550 million and a positive return on investment for the use of public dollars. At the time of the latest contract approval in 2013, over 20,000 jobs had been created due to the direct involvement of GWEDC and the facilitation of incentives and other assistance from City, County and State partners. Actual capital investment is projected at \$1.44 billion. The Center for Economic Development and Business Research (“CEDBR”) computed net present value of 10-year public benefits versus public costs, including local incentives cost and investment in GWEDC:

- Public benefits: \$163,770,664
- Public costs: \$68,554,999
- Net public benefits: \$95,215,665

For every dollar of local public money used to fund GWEDC, including local incentives for GWEDC-generated projects, GWEDC returned \$2.39 in public benefits. The return on public investment (ROI) is 138.9%. Wichita State University’s CEDBR will continue to provide return on investment analyses related to the performance of GWEDC.

GWEDC is governed by a 13-member Steering Council composed of public and private members, including two public officials designated by the City Council, two by the Sedgwick County Commission and one by the Regional Economic Area Partnership (REAP). Private sector members are elected to staggered terms by the Board of Investors, which is comprised of private businesses and individuals who make significant financial contributions to GWEDC. The Steering Council provides policy direction for GWEDC and approves the annual work plan and operating budget.

Under the terms of the agreement, City and County funds may be used solely for program and operating costs such as (but not limited to) marketing, advertising, travel, consultants and costs associated with recruiting new businesses and assisting with the expansion and retention of existing businesses.

The Sedgwick County Board of County Commissioners approved the new five year agreement on December 11, 2013. On May 13, 2015 that board approved an amendment to the agreement regarding any termination notice. The original provision is as follows:

Section 12. Termination. Either party may terminate this agreement by giving written notice by June 1 of any year, which termination shall be effective the following January 1.

The proposed provision states:

Section 12. Termination. Any party may terminate this agreement by giving written notice to the other parties by September 1, of any year, which termination shall be effective the following January 1.

A restructuring of economic development in the region is currently underway which includes moving the management of the GWEDC under the newly created Greater Wichita Partnership. Recommendations from the Blueprint for Regional Economic Growth, expected to be delivered in the Fall of 2015, along with the Brookings Export plan, which is already completed, will help direct new initiatives for the GWEDC.

**Financial Considerations:** The City's payments to GWEDC will be made from funds budgeted for this purpose in the Economic Development Fund. Under the terms of the agreement, the City and County will provide annual funding to GWEDC for program costs of \$300,000 each for five years, subject to annual appropriation. The City intends to honor the commitment made in 2013 through the end of 2018.

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

**Recommendations/Actions:** It is recommended that the City Council approve the amendment to the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

**Attachments:** Amendment to Agreement between Sedgwick County, Kansas/City of Wichita and Greater Wichita Economic Development Coalition

AMENDMENT TO AGREEMENT  
BETWEEN  
SEDGWICK COUNTY, KANSAS/CITY OF WICHITA  
AND  
GREATER WICHITA ECONOMIC DEVELOPMENT COALITION

THIS AMENDMENT is made as of this 19th day of May, 2015, by and between Sedgwick County, Kansas, hereinafter called "County;" the City of Wichita, hereinafter called "City;" and the Greater Wichita Economic Development Coalition, hereinafter called "GWEDC."

WITNESSETH:

WHEREAS, on the 11<sup>th</sup> day of December, 2013, County, City and GWEDC entered into an Agreement ("agreement") for the purpose of providing certain levels of City/County funding to GWEDC for years 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, County, City and GWEDC now desire to amend said agreement to change the date that termination notice is to be given pursuant to paragraph 12 of said agreement in order for the County to address the funding of GWEDC as part of the County's yearly budget process.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend the Funding Agreement, as follows:

1. Section 12, "Termination" of the agreement is deleted in its entirety and replaced by the following new section.

New Section 12. Termination. Any party may terminate this agreement by giving written notice to the other parties by September 1, of any year, which termination shall be effective the following January 1.

2. Except as amended by this agreement, all of the terms and conditions of the Agreement shall remain unaltered and in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

\_\_\_\_\_  
RICHARD RANZAU, Chairman  
Commissioner, Fourth District

APPROVED AS TO FORM:

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MICHAEL D. PEPOON  
Acting County Counselor

ATTEST:

THE CITY OF WICHITA, KANSAS

---

KAREN SUBLETT, City Clerk

---

JEFF LONGWELL, Mayor

APPROVED AS TO FORM:

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JENNIFER MAGAÑA  
City Attorney and Director of Law

GREATER WICHITA ECONOMIC  
DEVELOPMENT COALITION

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GARY SCHMITT, Chairman

Wichita, Kansas  
May 18, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wagle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated May 11, 2015, were read and on motion approved.

Bids were opened May 15, 2015, pursuant to advertisements published on:

**Wastewater Treatment Plant 2 UV Disinfection Expansion and Modification (north of 63<sup>rd</sup> St. S, east of Hydraulic) 468-84957 (624115)**

Dondlinger & Sons\*- \$1,655,785.00 Base Bid  
\$ 142,215.00 Add Alt 1  
\$ 40,000.00 Add Alt 2  
\$1,848,000.00 Total Bid

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: Elevator Maintenance**

Kone Inc\* - \$73,740.00 Base Bid  
\$181.31 Option 1 (per hour)  
\$308.23 Option 2 (per hour)  
\$362.63 Option 3 (per hour)  
\$332.05 Option 4 (per hour)  
\$564.48 Option 5 (per hour)  
\$664.11 Option 6 (per hour)

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**WICHITA TRANSIT: 7 Passenger Mini-Van**

Davis Moore Automotive Inc. - \$49,050.00 Base Bid  
\$1,246.00 Option 1 (per each)  
\$ 119.00 Option 3 (per each)  
\$ 512.00 Option 4 (per each)

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Crawler Loader 34,200 LBS Min**

Foley Equipment Co. Inc. - \$206,169.42 Base Bid  
<\$10,000.00> Option 2 (Deduct)  
\$1,538.50 Option 4

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Karen Sublett, MMC  
City Clerk

**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager  
**DATE:** May 18, 2015

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**

**May 15, 2015**

Wastewater Treatment Plant 2 UV Disinfection Expansion & Modification (north of 63<sup>rd</sup> Street S., east of Hydraulic) – Public Works & Utilities Department/Engineering Division

**Dondlinger & Sons**

<b>Base Bid</b>	<b>\$1,665,785.00</b>
<b>Add Alternate 1 -</b>	<b>142,215.00</b>
<b>Add Alternate 2</b>	<b>40,000.00</b>
<b>Aggregate Bid Total</b>	<b><u>\$1,848,000.00</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**

**May 15, 2015**

Elevator Maintenance – Various Departments, Boards & Agencies (See Exhibit B for Itemized Pricing in the Formal Bid Report)

**Kone, Inc.**

<b>Base Bid – Group 1</b>	<b>\$73,740.00</b>
<b>Group 2 – Option 1 (Per Hour)</b>	<b>\$181.31</b>
<b>Group 2 – Option 2 (Per Hour)</b>	<b>\$308.23</b>
<b>Group 2 – Option 3 (Per Hour)</b>	<b>\$362.63</b>
<b>Group 2 – Option 4 (Per Hour)</b>	<b>\$332.05</b>
<b>Group 2 – Option 5 (Per Hour)</b>	<b>\$564.48</b>
<b>Group 2 – Option 6 (Per Hour)</b>	<b>\$664.11</b>

Seven (7) Passenger Mini-Van – Wichita Transit

**Davis Moore Automotive, Inc.**

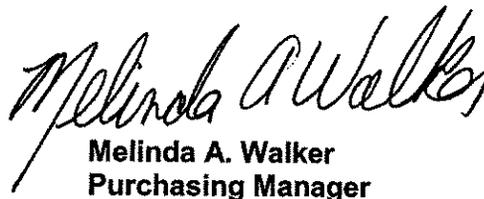
<b>Base Bid</b>	<b>\$49,050.00</b>
<b>Option 1 (Add) (Per Each)</b>	<b>\$1,246.00</b>
<b>Option 3 (Add) (Per Each)</b>	<b>\$119.00</b>
<b>Option 4 (Add) (Per Each)</b>	<b>\$512.00</b>

Crawler Loader 34,200 LBS Min – Public Works & Utilities Department/Fleet & Facilities Division

**Foley Equipment Company, Inc.**

<b>Base Bid</b>	<b>\$206,169.42</b>
<b>Option 2 (Deduct)</b>	<b>&lt;\$10,000.00&gt;</b>
<b>Option 4 (Per Each)</b>	<b>\$1,538.50</b>

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

  
**Melinda A. Walker**  
**Purchasing Manager**

### SANITARY SEWER BID TABULATION SUMMARY

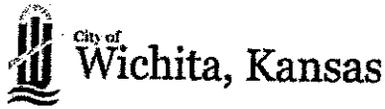
BOARD OF BIDS - May 15, 2015

RQ540461

FB540074		Engineer's Construction Estimate	Dondlinger & Sons	Wildcat Construction	Utility Contractors Inc.
Wastewater Treatment Plant 2 UV Disinfection Expansion & Modification	BASE BID	\$2,789,300.00	\$1,665,785.00	\$1,911,000.00	\$2,049,000.00
(north of 63rd St S, east of Hydraulic)	Add Alt 1		\$142,215.00	\$170,000.00	\$160,000.00
	Add Alt 2		\$40,000.00	\$40,000.00	
468-84957	BID BOND				
(624115)	ADDENDA	2			
<b>TOTAL BID</b>			1,848,000.00	2,121,000.00	2,249,000.00
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Wastewater Treatment Plant 2 UV Disinfection Expansion & Modification	BASE BID	\$2,789,300.00			
(north of 63rd St S, east of Hydraulic)	Add Alt 1				
	Add Alt 2				
468-84957	ADDENDA	2			
(624115)					
<b>TOTAL BID</b>					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
Wastewater Treatment Plant 2 UV Disinfection Expansion & Modification	BASE BID	\$2,789,300.00			
(north of 63rd St S, east of Hydraulic)	Add Alt 1				
	Add Alt 2				
468-84957	ADDENDA	2			
(624115)					
<b>TOTAL BID</b>					
		Engineer's Construction Estimate			
Wastewater Treatment Plant 2 UV Disinfection Expansion & Modification	BASE BID	\$2,789,300.00			
(north of 63rd St S, east of Hydraulic)	Add Alt 1				
	Add Alt 2				
468-84957	ADDENDA	2			
(624115)					
<b>TOTAL BID</b>					

CHECKED BY: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_



**BID RESULTS**

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**

**Solicitation:** FB540076

**Elevator Maintenance**

**Close Date/Time:** 5/15/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Purchasing Department

**Responses:** 4

Vendors	Complete	Bid Total	City Comments
KONE INC	Complete	\$76,152.81	Award 5-19-15 Base Bid & Options 1-6 Various Departments, Boards & Agencies
OTIS ELEVATOR COMPANY	Complete	\$79,230.00	
MINNESOTA ELEVATOR INC (MEI)	Complete	\$157,499.00	
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$176,260.00	

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**BID RESULTS**

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This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**  
**Solicitation:** FB540076      **Elevator Maintenance**      **Close Date/Time:** 5/15/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department      **Responses:** 4  
**Go to:**

**Group 1**

Vendors	Complete	Group Total Net Bid
KONE INC	Complete	\$73,740.00
OTIS ELEVATOR COMPANY	Complete	\$77,340.00
MINNESOTA ELEVATOR INC (MEI)	Complete	\$155,004.00
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$174,000.00

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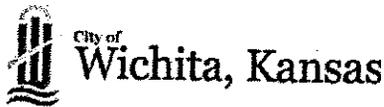
**Group 2**

Vendors	Complete	Group Total Net Bid
<b>Group 2: Option 1</b>		
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$170.00
KONE INC	Complete	\$181.31
MINNESOTA ELEVATOR INC (MEI)	Complete	\$198.00
OTIS ELEVATOR COMPANY	Complete	\$200.00
<b>Group 2: Option 2</b>		
OTIS ELEVATOR COMPANY	Complete	\$250.00
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$290.00
KONE INC	Complete	\$308.23
MINNESOTA ELEVATOR INC (MEI)	Complete	\$311.00
<b>Group 2: Option 3</b>		
OTIS ELEVATOR COMPANY	Complete	\$250.00
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$340.00
MINNESOTA ELEVATOR INC (MEI)	Complete	\$350.00

KONE INC	Complete	\$362.63
<b>Group 2: Option 4</b>		
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$310.00
KONE INC	Complete	\$332.05
OTIS ELEVATOR COMPANY	Complete	\$340.00
MINNESOTA ELEVATOR INC (MEI)	Complete	\$377.00
<b>Group 2: Option 5</b>		
OTIS ELEVATOR COMPANY	Complete	\$425.00
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$530.00
KONE INC	Complete	\$564.48
MINNESOTA ELEVATOR INC (MEI)	Complete	\$592.00
<b>Group 2: Option 6</b>		
OTIS ELEVATOR COMPANY	Complete	\$425.00
THYSSENKRUPP ELEVATOR COMPANY	Complete	\$620.00
KONE INC	Complete	\$664.11
MINNESOTA ELEVATOR INC (MEI)	Complete	\$667.00

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**BID RESULTS**

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation:** FB540076      **Elevator Maintenance**      **Close Date/Time:** 5/15/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department      **Responses:** 4  
**Go to:**

**Line 001 | GROUP 1: MAIN LIBRARY- 223 SOUTH MAIN**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$298.0000	\$3,576.00	Complete	
KONE INC	12	Month	\$305.0000	\$3,660.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$697.0000	\$8,364.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$760.0000	\$9,120.00	Complete	

**Line 002 | GROUP 2: WICHITA CITY HALL- 455 N. MAIN**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KONE INC	12	Month	\$1,100.0000	\$13,200.00	Complete	
OTIS ELEVATOR COMPANY	12	Month	\$1,231.0000	\$14,772.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$2,922.0000	\$35,064.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$3,440.0000	\$41,280.00	Complete	

**Line 003 | GROUP 3: WICHITA CITY HALL ATRIUM**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$79.0000	\$948.00	Complete	
KONE INC	12	Month	\$80.0000	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 004 | GROUP 4: WICHITA CITY HALL PARKING GARAGE 141 W. CENTRAL**

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost	
OTIS ELEVATOR COMPANY	12	Month	\$365.0000	\$4,380.00	Complete
<u>KONE INC</u>	12	Month	<u>\$380.0000</u>	\$4,560.00	Complete
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$583.0000	\$6,996.00	Complete
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$1,020.0000	\$12,240.00	Complete

Line 005 | GROUP 5: CENTURY II- 225 WEST DOUGLAS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$975.0000	\$11,700.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$995.0000</u>	\$11,940.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$2,265.0000	\$27,180.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$2,470.0000	\$29,640.00	Complete	

Line 006 | GROUP 6: EXPO HALL- 225 WEST DOUGLAS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$157.0000	\$1,884.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$160.0000</u>	\$1,920.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$348.0000	\$4,176.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$380.0000	\$4,560.00	Complete	

Line 007 | GROUP 7: WICHITA ART MUSEUM- 1400 W. MUSEUM BLVD

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$235.0000	\$2,820.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$240.0000</u>	\$2,880.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$522.0000	\$6,264.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$600.0000	\$7,200.00	Complete	

Line 008 | GROUP 8: WATER FILTER PLANT- 1815 WEST PINE

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

<u>KONE INC</u>	12	Month	<u>\$190.0000</u>	\$2,280.00	Complete
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$291.0000	\$3,492.00	Complete
OTIS ELEVATOR COMPANY	12	Month	\$550.0000	\$6,600.00	Complete

**Line 009 | GROUP 9: SEWAGE TREATMENT PLANT #1 3100 S. GROVE**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$180.0000	\$2,160.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$190.0000</u>	\$2,280.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$291.0000	\$3,492.00	Complete	

**Line 010 | GROUP 10: SEWAGE TREATMENT PLANT #2 2305 E. 57TH ST. S.**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$180.0000	\$2,160.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$190.0000</u>	\$2,280.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$291.0000	\$3,492.00	Complete	

**Line 011 | GROUP 11: TYLER PUMP STATION (COWSKIN CREEK) 2727 S. TYLER ROAD**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$63.0000	\$756.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$65.0000</u>	\$780.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 012 | GROUP 12: CENTRAL MAINTENANCE FACILITY 1801 S. McLEAN**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$63.0000	\$756.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$130.0000</u>	\$1,560.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$280.0000	\$3,360.00	Complete	

MINNESOTA ELEVATOR INC (MEI) 12 Month \$348.0000 \$4,176.00 Complete

**Line 013 | GROUP 13: STATE OFFICE BUILDING PARKING GARAGE 121 S. EMPORIA**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$367.0000	\$4,404.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$380.0000</u>	<u>\$4,560.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$583.0000	\$6,996.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$1,020.0000	\$12,240.00	Complete	

**Line 014 | GROUP 14: BUILDING MAINTENANCE FACILITY 500 S. TOPEKA**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	<u>\$960.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 015 | GROUP 15: GREENWAY MANOR- 307 NORTH RIVERVIEW**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$280.0000	\$3,360.00	Complete	
OTIS ELEVATOR COMPANY	12	Month	\$367.0000	\$4,404.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$380.0000</u>	<u>\$4,560.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$583.0000	\$6,996.00	Complete	

**Line 016 | GROUP 16: McLEAN MANOR- 2627 W.9TH ST. NORTH**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$367.0000	\$4,404.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$380.0000</u>	<u>\$4,560.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$583.0000	\$6,996.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$1,020.0000	\$12,240.00	Complete	

**Line 017 | GROUP 17: MID-AMERICA ALL-INDIAN CENTER 650 N. SENECA**

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost	
OTIS ELEVATOR COMPANY	12	Month	\$125.0000	\$1,500.00	Complete
<u>KONE INC</u>	12	Month	<u>\$130.0000</u>	\$1,560.00	Complete
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$348.0000	\$4,176.00	Complete

**Line 018 | GROUP 18: CHRIS CHERCHES CITY ARTS FACILITY 334 N. MEAD**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 019 | GROUP 19: OLD TOWN PLAZA GARAGE 323 N. MOORE (2nd & MEAD)**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 020 | GROUP 20: OLD TOWN HOTEL PARKING GARAGE 215 N. MOSLEY**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 021 | GROUP 21: DOUGLAS BLOCK PARKING GARAGE 360 E. WILLIAM**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	

<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete

Line 022 | GROUP 22: STRYKER SOCCER COMPLEX 10911 E. 29TH STREET NORTH

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>KONE INC</u>	12	Month	<u>\$65.0000</u>	\$780.00	Complete	
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

Line 023 | GROUP 23: FIRE STATION #1- 731 N. MAIN

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$63.0000	\$756.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$65.0000</u>	\$780.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

Line 024 | GROUP 24: POLICE PROPERTY & EVIDENCE ROUNDS & PORTER BLDG.- 430 N. WACO

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

Line 025 | GROUP 25: ROUNDS & PORTER BLDG. (STORAGE AREA) 430 N. WACO

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	12	Month	<u>\$80.0000</u>	\$960.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	

THYSSENKRUPP 12 Month \$190.0000 \$2,280.00 Complete  
ELEVATOR COMPANY

**Line 026 | GROUP 26: AIRPORT AUTHORITY- MID-CONTINENT EXECUTIVE SUITES- 1761 AIRPORT RD.**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	<u>12</u>	<u>Month</u>	<u>\$80.0000</u>	<u>\$960.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 027 | GROUP 27: AIRPORT AUTHORITY- WICHITA EISENHOWER NATIONAL AIRPORT (OLD TERMINAL)**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	12	Month	\$78.0000	\$936.00	Complete	
<u>KONE INC</u>	<u>12</u>	<u>Month</u>	<u>\$80.0000</u>	<u>\$960.00</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	12	Month	\$174.0000	\$2,088.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	12	Month	\$190.0000	\$2,280.00	Complete	

**Line 028 | OPTION 1: MECHANIC RATE COST PER HOUR- NORMAL BUSINESS HOURS**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$170.0000	\$170.00	Complete	
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$181.3100</u>	<u>\$181.31</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$198.0000	\$198.00	Complete	
OTIS ELEVATOR COMPANY	1	Hour	\$200.0000	\$200.00	Complete	

**Line 029 | OPTION 2: MECHANIC RATE COST PER HOUR- AFTER BUSINESS HOURS**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	1	Hour	\$250.0000	\$250.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$290.0000	\$290.00	Complete	
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$308.2300</u>	<u>\$308.23</u>	Complete	
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$311.0000	\$311.00	Complete	

**Line 030 | OPTION 3: MECHANIC RATE COST PER HOUR- HOLIDAY RATE**

Vendors	QTY	UOM	Price	Complete	Comments
---------	-----	-----	-------	----------	----------

				Extended Cost	
OTIS ELEVATOR COMPANY	1	Hour	\$250.0000	\$250.00	Complete
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$340.0000	\$340.00	Complete
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$350.0000	\$350.00	Complete
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$362.6300</u>	<u>\$362.63</u>	<u>Complete</u>

**Line 031 | OPTION 4: CREW RATE (MECHANIC & HELPER) COST PER HOUR- NORMAL BUSINESS HOURS**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$310.0000	\$310.00	Complete	
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$332.0500</u>	<u>\$332.05</u>	<u>Complete</u>	
OTIS ELEVATOR COMPANY	1	Hour	\$340.0000	\$340.00	Complete	
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$377.0000	\$377.00	Complete	

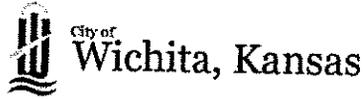
**Line 032 | OPTION 5: CREW RATE (MECHANIC & HELPER) COST PER HOUR- AFTER BUSINESS HOURS**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	1	Hour	\$425.0000	\$425.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$530.0000	\$530.00	Complete	
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$564.4800</u>	<u>\$564.48</u>	<u>Complete</u>	
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$592.0000	\$592.00	Complete	

**Line 033 | OPTION 6: CREW RATE (MECHANIC & HELPER) COST PER HOUR- HOLIDAY RATE**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OTIS ELEVATOR COMPANY	1	Hour	\$425.0000	\$425.00	Complete	
THYSSENKRUPP ELEVATOR COMPANY	1	Hour	\$620.0000	\$620.00	Complete	
<u>KONE INC</u>	<u>1</u>	<u>Hour</u>	<u>\$664.1100</u>	<u>\$664.11</u>	<u>Complete</u>	
MINNESOTA ELEVATOR INC (MEI)	1	Hour	\$667.0000	\$667.00	Complete	

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**BID RESULTS**

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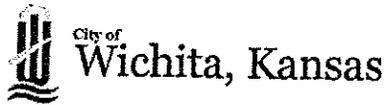
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540082      **7 Passenger Mini-Van**      **Close Date/Time:** 5/15/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Wichita Transit      **Responses:** 1

Vendors	Complete	Bid Total	City Comments
DAVIS MOORE AUTOMOTIVE INC	Complete	\$53,000.00	Award 5/19/2015 Base Bid w/options 1, 3, & 4 Wichita Transit

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**BID RESULTS**

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**

**Solicitation:** FB540082      **7 Passenger Mini-Van**      **Close Date/Time:** 5/15/2015 10:00 AM CST

**Solicitation Type:** Formal Bid      [Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Wichita Transit      **Responses:** 1

**Go to:** 001

**Line 001** | Base Bid: New Unused Current Model Seven (7) Passenger 2WD Mini-Van.  
 Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	2	Each	\$24,525.0000	\$49,050.00	Complete	Dodge FWD Mini Van Grand Caravan 2015

**Line 002** | OPTION 1: LED Hideaway Strobe Lights in the Front and Rear Turn Signals per vehicle

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,246.0000	\$1,246.00	Complete	

**Line 003** | OPTION 2: LED Roof Mounted Strobe Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$473.0000	\$473.00	Complete	

**Line 004** | OPTION 3: Back-Up Alarm

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$119.0000	\$119.00	Complete	

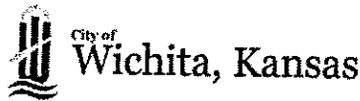
**Line 005** | OPTION 4: Laptop Mount Installed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$512.0000	\$512.00	Complete	

**Line 006** | OPTION 5: Extended Warranty

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,600.0000	\$1,600.00	Complete	5 yr 100,000 mile wrap

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**BID RESULTS**

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**

**Solicitation:** FB540084      **Crawler Loader 34,2000 LBS Min**      **Close Date/Time:** 5/15/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

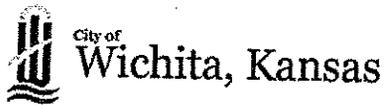
**Department:** Public Works Fleet & Facilities

**Responses:** 4

Vendors	Complete	Bid Total	City Comments
MURPHY TRACTOR & EQUIPMENT CO INC	Complete	\$201,254.00	
FOLEY EQUIPMENT CO INC	Complete	\$238,169.59	Award 05/19/2014 Base Bid w/options 2 & 4 Public Works & Utilities Depart/Fleet & Facilites Div
MCCULLOUGH ENTERPRISES	In- Complete	\$0.00	
VICTOR L PHILLIPS COMPANY	In- Complete	\$0.00	

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**BID RESULTS**

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**

**Solicitation:** FB540084      **Crawler Loader 34,2000 LBS Min**      **Close Date/Time:** 5/15/2015 10:00 AM CST

**Solicitation Type:** Formal Bid      [Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Public Works Fleet & Facilities      **Responses:** 4

**Go to:** 001

**Line 001 | Base Bid: New Unused Current Model Crawler Loader 34,200 LBS Min**  
 Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$199,943.0000	\$199,943.00	Complete	John Deere 655K 2015
FOLEY EQUIPMENT CO INC	1	Each	\$206,169.4200	\$206,169.42	Complete	Caterpillar 953D
VICTOR L PHILLIPS COMPANY					No Bid.	
MCCULLOUGH ENTERPRISES					No Bid.	

**Line 002 | OPTION 1: Additional Warranty - 2 Year/4,000 Hour Warranty Additional on Power Train to include Parts and Labor in Addition to Factory Standard Warranty for a Total Warranty Period of no less than 3 Years/5,000 Hours.**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$0.0000	\$0.00	Complete	No Charge
FOLEY EQUIPMENT CO INC	1	Each	\$4,625.0000	\$4,625.00	Complete	
MCCULLOUGH ENTERPRISES					No Bid.	
VICTOR L PHILLIPS COMPANY					No Bid.	

**Line 003 | OPTION 2: Trade-In Allowance. Lump Sum Deduct from Total Amount. 2005 Dressita Model 175C**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Lump Sum	(\$10,000.0000)	(\$10,000.00)	Complete	
MURPHY TRACTOR & EQUIPMENT CO INC	1	Lump Sum	(\$1,000.0000)	(\$1,000.00)	Complete	
VICTOR L PHILLIPS COMPANY					No Bid.	
MCCULLOUGH ENTERPRISES					No Bid.	

Line 004 | OPTION 3: Rear Winch

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$0.0000	\$0.00	Complete	Not available
FOLEY EQUIPMENT CO INC	1	Each	\$35,836.6700	\$35,836.67	Complete	
MCCULLOUGH ENTERPRISES					No Bid.	
VICTOR L PHILLIPS COMPANY					No Bid.	

Line 005 | OPTION 4: Full Rock Guard Set

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	\$1,538.5000	\$1,538.50	Complete	
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$2,311.0000	\$2,311.00	Complete	
VICTOR L PHILLIPS COMPANY					No Bid.	
MCCULLOUGH ENTERPRISES					No Bid.	

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**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL MAY 19, 2015**

- a. Median modification improvements on 37th Street North and paving improvements on 37th Court North from the south line of 37th Street North to and including the cul-de-sac to serve Tyler's Landing 5th Addition (east of Tyler, south of 37th Street North) (472-85193/766331/490352) Does not affect existing traffic. (District V) - \$128,000.00
- b. Stormwater Sewer #692 Repair, North Santa Fe & East Murdock Slope Restoration (N Santa Fe Avenue and E Murdock Avenue) (468-85028/133117/) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$123,500.00
- c. Redbud Multi-Use Path - Phase II (Oliver to Woodlawn) (87TE-0399-01/472-85117/707058/211516) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$450,000.00
- d. Storm Water Sewer #691 Repair at East Lincoln Street and South Mead Avenue (E Lincoln Street and S Mead Avenue) (468-85016/133117/133117) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$125,000.00
- e. Water Distribution System to serve JBAR Addition (south of 13th Steet N, east of Hoover) (448-90664/735526/470199) Does not affect existing traffic. (District VI) - \$43,000.00
- f. Lateral 277, Main 5, Sanitary Sewer #22 to serve JBAR Addition (south of 13th Steet N, east of Hoover) (468-85024/744390/480082) Does not affect existing traffic. (District VI) - \$88,000.00

**PRELIMINARY ESTIMATE of the cost of:**

Median modification improvements on 37th Street North and paving improvements on 37th Court North from the south line of 37th Street North to and including the cul-de-sac to serve Tyler's Landing 5th Addition (east of Tyler, south of 37th Street North)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	AC Pavement 5" (3" Bit Base)	1,027	sy
2	AC Pavement 7" (5" Bit Base)	56	sy
3	Crushed Rock Base 5", Reinforced	1,448	sy
4	Crushed Rock Base 8", Reinforced	56	sy
5	Concrete Pavement (VG) 7" (Reinf)	161	sy
6	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	645	lf
7	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	94	lf
8	Inlet Hookup	1	ea
9	Maintain Existing BMPs	1	LS
10	Grading, Mass	1	LS
11	Signing	1	LS
12	Seeding	1	LS
13	Site Clearing	1	LS
14	Site Restoration	1	LS
15	Inlet Adjusted	1	ea
16	Wheelchair Ramp w/ Detectable Warnings	2	ea
17	Concrete Sidewalk 4"	216	sf
18	Concrete Ramp Nose Section (Median)	1	ea

**MEASURED QUANTITY BID ITEMS**

19	Inlet Underdrain	16	lf
20	BMP, Back of Curb Protection	739	lf
21	BMP, Curb Inlet Protection	1	ea

**Construction Subtotal**

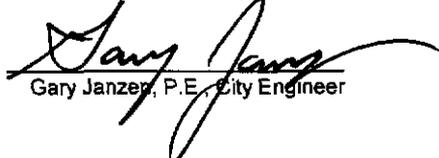
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost**

\$128,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
City Clerk

490352 (766331) 472-85193

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**

Stormwater Sewer #692 Repair, North Santa Fe & East Murdock Slope Restoration  
(N Santa Fe Avenue and E Murdock Ave)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1 N Santa Fe Slope Restoration Repair 1 LS

**Construction Subtotal** \_\_\_\_\_

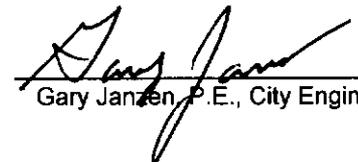
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Water Dept

**Total Estimated Cost** \_\_\_\_\_

**\$123,500.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

(133117) 468-85028  
Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
Redbud Multi-Use Path - Phase II  
(Oliver to Woodlawn)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1 Mobilization	1	LS
2 Site Clearing	1	LS
3 Removal of Existing Structures	1	LS
4 Excavation	450	cy
5 Seeding (buffalo)	1	LS
6 Traffic Control	1	LS

**MEASURED QUANTITY BID ITEMS**

7 Concrete Bike Path 5" (Reinf)	6,500	sy
8 Wheelchair Ramp w/detectable warnings	1	ea
9 Benches	2	ea
10 Special Waste Removal DO NOT BID	400	ey
11 BMP, Back of Curb Protection	10,560	lf
12 KDOT AS-1 Road Gravel	30	tn

**LUMP SUM BID ITEMS**

13 Pipe, SWS, HERCP (29" x 45") (including end sec	40	lf
--	----	----

**Construction Subtotal**

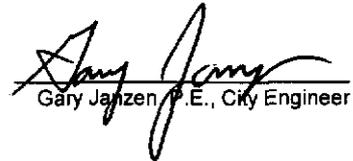
Design Fee (Designed by staff)  
Engineering & Inspection  
Administration  
TIP Fee  
Publication

**Total Estimated Cost**

**\$450,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

211516 (707058) 87TE-0399-01/472-85117

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Sewer #691 Repair at East Lincoln Street and South Mead Avenue  
(E Lincoln Street and S Mead Avenue)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1 Lincoln St SWS Repair 1 LS

**Construction Subtotal**

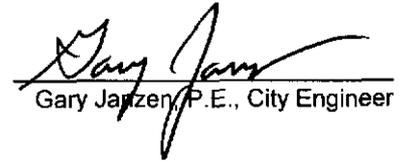
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Water Dept

**Total Estimated Cost**

\$125,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

To be Bid: May 8, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
Water Distribution System to serve JBAR Addition  
(south of 13th St N, east of Hoover)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1 Pipe, WL 6"	354	lf
2 Pipe, WL 8"	315	lf
3 Fire Hydrant Assembly	1	ea
4 Valve Assembly, Blowoff, 2"	1	ea
5 Maintain Existing BMPs	1	LS
6 Protective Fill	158	lf
7 Site Clearing	1	LS
8 Site Restoration	1	LS
9 Seeding	1	LS

**Construction Subtotal** \_\_\_\_\_

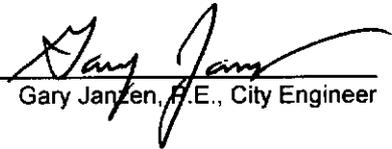
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$43,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

To be Bid:

May 8, 2015

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 277, Main 5, Sanitary Sewer #22 to serve JBAR Addition  
(south of 13th St N, east of Hoover)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Pipe, SS 8"	1,090	lf
2	Air Testing, SS Pipe	1,090	lf
3	Pipe Stub, 4"	1	ea
4	MH, Standard SS (4')	4	ea
5	MH, Shallow SS (4')	3	ea
6	MH, Connect to Existing	1	ea
7	Private Service Line Replaced	1	ea
8	Site Clearing	1	LS
9	Site Restoration	1	LS
10	Seeding	1	LS

**MEASURED QUANTITY BID ITEMS**

11	BMP, Silt Fence	480	lf
12	BMP, Construction Entrance	1	ea

**Construction Subtotal**

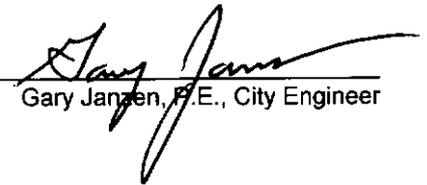
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost**

**\$88,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480082 (744390) 468-85024

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**EXHIBIT** \_\_\_\_\_

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Petitions for Improvements to Rockwood South Third Addition (District II)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the new and revised petitions and adopt the new and amending resolutions.

**Background:** On November 22, 2011, the City Council approved a petition for sanitary sewer improvements to serve Rockwood South Third Addition. The developer has submitted a revised petition for sanitary sewer reflecting a revised improvement area. The developer has also submitted new petitions for additional storm water drain, and water distribution system improvements. All of the petitions are required for a lot split. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

**Analysis:** The projects will provide sanitary sewer, storm water drain, and water distribution system improvements to serve a new commercial development located north of Kellogg, west of Rock Road.

**Financial Considerations:** The existing petition total is \$14,000 for sanitary sewer and the revised petition total is \$23,000 for the additional sanitary sewer improvements needed. The new petition totals are \$20,000 for the storm water drain and \$33,000 for the water distribution system. The funding source for all of the projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the new and revised petitions and new and amending resolutions as to form.

**Recommendation/Action:** It is recommended that the City Council approve the new and revised petitions, adopt the new and amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, new and revised petitions, new and amending resolutions, and budget sheets.



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90672

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: May 19, 2015

REQUEST DATE: \_\_\_\_\_

PROJECT #: 470204

PROJECT TITLE: WDS Rockwood South 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS Rockwood South 3rd Addition

OCA #: 735531

OCA TITLE: WDS Rockwood South 3rd Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$33,000.00	2999 Contractuals	\$33,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**    \$33,000.00

**EXPENSE TOTAL:**    \$33,000.00

NOTES:

### SIGNATURES REQUIRED

DIVISION HEAD: \_\_\_\_\_

[Signature]

Print Form

DATE: 04/29/15

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

[Signature]

DATE: 4/28/15

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT    
  ORDERED BY WCC    
  PETITION    
 PETITION PERCENTAGE: 100  
 DEPARTMENT: 13 Public Works & Utilities    
 DIVISION: Engineering    
 RESOLUTION/ORDINANCE #: \_\_\_\_\_  
 FUND: 480 Sewer Improvements N.I.    
 SUBFUND: 480 Sanitary Sewers N.I.    
 ENGINEERING REFERENCE #: 468-84792  
 COUNCIL DISTRICT: 02 Council District 2    
 DATE COUNCIL APPROVED: May 19, 2015    
 REQUEST DATE: \_\_\_\_\_  
 PROJECT #: 480086    
 PROJECT TITLE: Lat 176 WIS Rockwood South 3rd Addition  
 PROJECT DETAIL #: 01    
 PROJECT DETAIL DESCRIPTION: Lat 176 WIS Rockwood South 3rd Addition  
 OCA #: 744394    
 OCA TITLE: Lat 176 WIS Rockwood South 3rd Addition  
 PERSON COMPLETING FORM: Jennifer Peterson    
 PHONE #: 268-4548  
 PROJECT MANAGER: Julianne Kallman    
 PHONE #: 268-4236

NEW BUDGET      REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	\$23,000.00	<u>2999 Contractuals</u>	\$23,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**     \$23,000.00

**EXPENSE TOTAL:**     \$23,000.00

NOTES: Old Petition of \$14,000 (CC on 11-22-11) is being revised to the \$23,000 amount

### SIGNATURES REQUIRED

DIVISION HEAD:   
 DEPARTMENT HEAD: \_\_\_\_\_  
 BUDGET OFFICER:   
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 04/29/15  
 DATE: \_\_\_\_\_  
 DATE: 4/28/15  
 DATE: \_\_\_\_\_

RECEIVED

APR 17 '15

CITY CLERK OFFICE

448-90672

**PETITION  
WATER DISTRIBUTION SYSTEM IMPROVEMENTS – ROCKWOOD SOUTH THIRD  
ADDITION**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$33,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Parcel 2A & 2B; See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

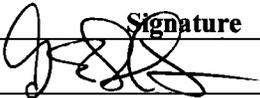
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

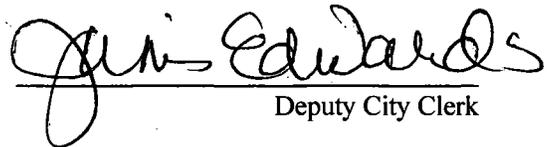
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	4/13/15	Parcel 2A & 2B (See Exhibit A attached)

\*\*\*\*\*

THIS PETITION was filed in my office on April 17, 2015



  
Deputy City Clerk

**WATER DISTRIBUTION SYSTEM IMPROVEMENTS – ROCKWOOD SOUTH THIRD  
ADDITION  
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00
8" WL	320	LF	\$ 20.00	\$ 28.00	\$ 8,960.00
Connection to Exist WL	2	EA	\$ 2,200.00		\$ 4,400.00
Hydrants	1	EA	\$ 3,000.00		\$ 3,000.00
Hydrant Removal	1	EA	\$ 1,000.00		\$ 1,000.00
				<b>Contingencies @ 20% +/-</b>	\$ 4,072.00
				<b>Construction Total</b>	\$ 24,432.00
				<b>35% Engineering, Administration, Etc.</b>	\$ 8,551.20
				<b>TOTAL</b>	\$ 32,983.20

**For Petition Use \$33,000.00**

**RECEIVED**

**APR 17 '15**

**CITY CLERK OFFICE**

*[EXHIBIT A]*

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2A**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land, more or less.

Subject to all covenants and agreements of record.

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2B**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

SWS # 693  
468-85031

RECEIVED

APR 17 '15

CITY CLERK OFFICE

**PETITION**  
**STORM WATER SEWER IMPROVEMENTS – ROCKWOOD SOUTH THIRD ADDITION**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water sewer, including appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$20,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Parcel 2A & 2B; See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

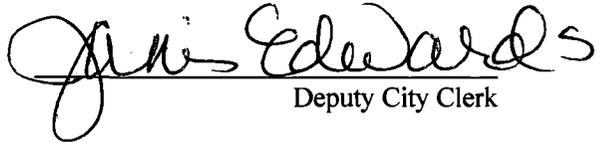
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	4/13/15	Parcel 2A & 2B (see Exhibit A attached)

\*\*\*\*\*

THIS PETITION was filed in my office on April 17, 2015



  
Deputy City Clerk

**STORM WATER SEWER IMPROVEMENTS – ROCKWOOD SOUTH THIRD ADDITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
24" SWS	90	LF	\$ 50.00	\$ 100.00	\$ 9,000.00
Manholes/Inlets	1	EA	\$ 3,300.00		\$ 3,300.00
				<b>Contingencies @ 20% +/-</b>	\$ 2,460.00
				<b>Construction Total</b>	\$ 14,760.00
				<b>35% Engineering, Administration, Etc.</b>	\$ 5,166.00
				<b>TOTAL</b>	\$ 19,926.00

**For Petition Use \$20,000.00**

*[EXHIBIT A]*

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2A**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land, more or less.

Subject to all covenants and agreements of record.

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2B**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

RECEIVED

APR 17 '15

CITY CLERK OFFICE

\$

Revises  
468-84792

Lateral 176, W15

**PETITION  
SANITARY SEWER IMPROVEMENTS – ROCKWOOD SOUTH THIRD ADDITION**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$23,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Parcel 2A & 2B; See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

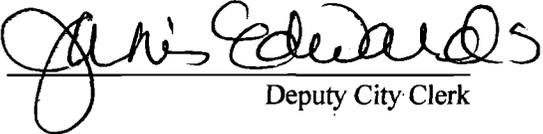
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	4/13/15	Parcel 2A & 2B (See Exhibit A attached)

\*\*\*\*\*

THIS PETITION was filed in my office on April 17, 2015



  
Deputy City Clerk

**SANITARY SEWER IMPROVEMENTS – ROCKWOOD SOUTH THIRD ADDITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
8" SS	150	LF	\$ 24.00	\$ 35.00	\$ 5,250.00
Connection to Exist MH	1	LF	\$ 1,500.00		\$ 1,500.00
Manholes	1	EA	\$ 3,000.00		\$ 3,000.00
Stub	1	EA	\$ 700.00		\$ 700.00
Sand Backfill	150	LF	\$ 25.00		\$ 3,750.00
			<b>Contingencies @ 20% +/-</b>		\$ 2,840.00
			<b>Construction Total</b>		\$ 17,040.00
			<b>35% Engineering, Administration, Etc.</b>		\$ 5,964.00
			<b>TOTAL</b>		\$ 23,004.00

**For Petition Use \$23,000.00**

**[EXHIBIT A]**

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2A**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land, more or less.

Subject to all covenants and agreements of record.

**Rockwood Plaza Boundary Shift  
– NEW PARCEL 2B**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

**RESOLUTION NO. 15-128**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (448-90672).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Thirty-Three Thousand Dollars \$33,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Parcel 2A & 2B; See Exhibit A attached hereto

(d) The method of assessment is **equally per square foot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney



***EXHIBIT A***

Rockwood Plaza Boundary Shift  
New Parcel 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift  
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

**RESOLUTION NO. 15-129**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 693– ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (448-85031).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a Storm Water Sewer No. 693, including appurtenances to serve the Improvement District described below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Twenty Thousand Dollars \$20,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**ROCKWOOD SOUTH THIRD ADDITION**  
Parcel 2A and 2B; See *Exhibit A* attached hereto

(d) The method of assessment is **equally per square foot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 1* of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney

***EXHIBIT A***

***EXHIBIT A***

Rockwood Plaza Boundary Shift  
New Parcel 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift  
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

**RESOLUTION NO. 15-130**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 176, WAR INDUSTRIES SEWER – ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (468-84792)**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 11-267** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer (Lateral 176, War Industries Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Twenty-Three Thousand \$23,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**ROCKWOOD SOUTH THIRD ADDITION**  
Parcel 2A and 2B; See *Exhibit A* attached hereto

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, Director of Law and City Attorney

***EXHIBIT A***

Rockwood Plaza Boundary Shift  
New Parcel 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift  
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Petitions for Improvements to Brentwood South Addition (District II)

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

**AGENDA:** Consent

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**Recommendation:** Approve the petitions and adopt the resolutions.

**Background:** The signatures on the petitions represent 100% of the improvement district and are valid per Kansas Statute 12-6a01.

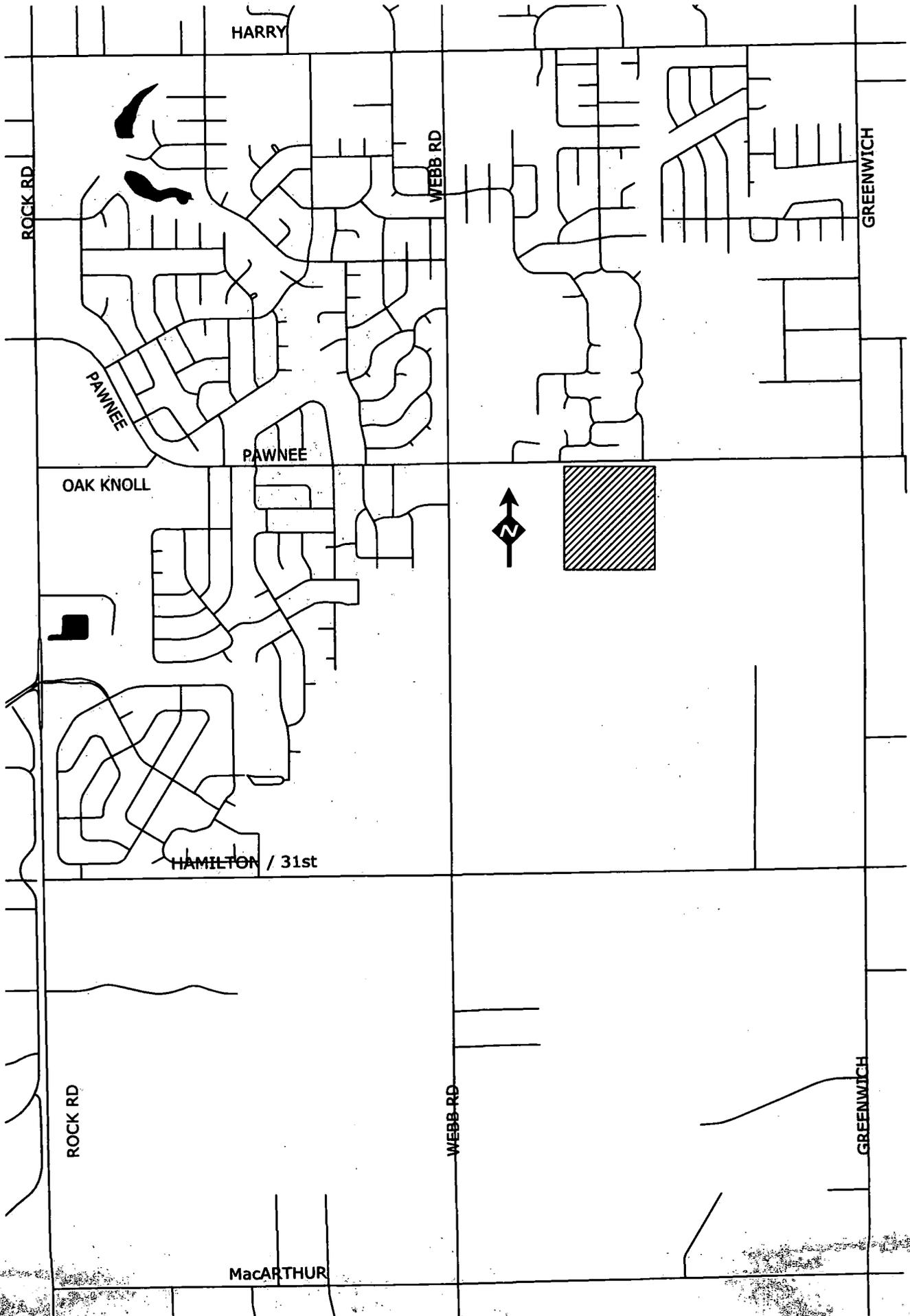
**Analysis:** The projects will provide sanitary sewer, paving, and water distribution system improvements to serve a new residential development located north of Pawnee, east of Webb Road.

**Financial Considerations:** The new petition totals are \$408,000 for paving, \$110,000 for the sanitary sewer, and \$77,000 for the water improvements. The funding source for all of the projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the petitions and resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

**Attachments:** Map, budget sheets, petitions, and resolutions.



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90670

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: May 19, 2015

REQUEST DATE: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

PROJECT TITLE: WDS Brentwood South Addition Ph 5

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS Brentwood South Addition Ph 5

OCA #: \_\_\_\_\_

OCA TITLE: WDS Brentwood South Addition Ph 5

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Juliannie Kallman

PHONE #: 268-4236

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$77,000.00	2999 Contractuals	\$77,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**     \$77,000.00

**EXPENSE TOTAL:**     \$77,000.00

NOTES: Hold for LOC

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: \_\_\_\_\_ *Mary Jane*

DATE: 04/29/15

DEPARTMENT HEAD: \_\_\_\_\_

BUDGET OFFICER: *C. Busada*

DATE: \_\_\_\_\_

DATE: 4/28/15

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

CIP  Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85029

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: May 19, 2015

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lat 2, Main 22, FMC Brentwood South Addition Ph 5

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 2, Main 22, FMC Brentwood South Addition Ph 5

OCA #:

OCA TITLE: Lat 2, Main 22, FMC Brentwood South Addition Ph 5

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET  REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget
9730 S.A Bonds	\$110,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$110,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

**REVENUE TOTAL:** \$110,000.00

**EXPENSE TOTAL:** \$110,000.00

NOTES: Hold for LOC

### SIGNATURES REQUIRED



DIVISION HEAD:

*[Signature]*

DATE:

04/29/15

DEPARTMENT HEAD:

DATE:

BUDGET OFFICER:

*[Signature]*

DATE:

4/28/15

CITY MANAGER:

DATE:

# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85218

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: May 19, 2015

REQUEST DATE: \_\_\_\_\_

PROJECT # : \_\_\_\_\_

PROJECT TITLE: Brentwood South Addition Ph 5

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: Brentwood South Addition Ph 5

OCA # : \_\_\_\_\_

OCA TITLE: Brentwood South Addition Ph 5

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$408,000.00	2999 Contractuals	\$408,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**    \$408,000.00

**EXPENSE TOTAL:**    \$408,000.00

NOTES: Hold for LOC

**SIGNATURES REQUIRED**

DIVISION HEAD: \_\_\_\_\_

*[Signature: Gary Jam]*

DEPARTMENT HEAD: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

*[Signature: Cheryl Busada]*

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: \_\_\_\_\_

*04/29/15*

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*4/28/15*

DATE: \_\_\_\_\_

8

RECEIVED

APR 09 '15

448-90670

CITY CLERK OFFICE

PETITION  
Water Improvements Phase 5 – Brentwood South Addition

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: Seventy Seven Thousand Dollars (\$77,000.00), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Brentwood South Addition Phase 5**  
Lots 6 - 18, Block 3  
Lots 2 - 10, Block 4  
Lots 1 - 8, Block 5

(d) The proposed method of assessment is: **equally per lot (30 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$11,580 assessed equally among all property equally at \$386.00 per lot (30 lots)

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
<i>St Mad</i>	4-7-15	All

\*\*\*\*\*

THIS PETITION was filed in my office on \_\_\_\_\_.

\_\_\_\_\_  
Deputy City Clerk

**AFFIDAVIT**

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

William K. Clevenger  
Name

924 N. Main, Wichita, KS 67203  
Address

(316) 264-8008  
Telephone number

Sworn to and subscribed before me this 9 day of April, 2015.



Janis Edwards  
Deputy City Clerk

RECEIVED

*A*

*Lateral Ø2, Main 22 Four Mile Creek*

APR 09 '15

CITY CLERK OFFICE

468-85029

PETITION

Sanitary Sewer Improvements Phase 5 – Brentwood South Addition

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Ten Thousand Dollars (\$110,000.00), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Brentwood South Addition Phase 5**

- Lots 6 - 18, Block 3
- Lots 2 - 10, Block 4
- Lots 1 - 8, Block 5

(d) The proposed method of assessment is: **equally per lot (30 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
<i>J E M A</i>	4-7-15	All

\*\*\*\*\*

THIS PETITION was filed in my office on \_\_\_\_\_.

\_\_\_\_\_  
Deputy City Clerk

**AFFIDAVIT**

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

William K. Clavenger  
Name

924 N. Main, Wichita, KS 67203  
Address

(316) 264-8008  
Telephone number

Sworn to and subscribed before me this 9 day of April, 2015.



John Edwards  
Deputy City Clerk

472-8521B

**PETITION**  
**Pavement Improvements Phase 5 – Brentwood South Addition**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on **Cranbrook Street** from the West line of Lot 2, Block 5 to the South Line of Lot 8, Block 5; **Cranbrook Court** from Cranbrook Street to and through the Cul-de-Sac. , with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: Four Hundred Eight Thousand Dollars (\$408,000.00), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Brentwood South Addition Phase 5**

Lots 6 - 18, Block 3

Lots 2 - 10, Block 4

Lots 1 - 8, Block 5

(d) The proposed method of assessment is: **equally per lot (30 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
<i>SE Mcl</i>	7-7-15	All

\*\*\*\*\*

THIS PETITION was filed in my office on \_\_\_\_\_.

\_\_\_\_\_  
Deputy City Clerk

**AFFIDAVIT**

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

William K. Cleverger  
Name

924 N. Main, Wichita, KS 67203  
Address

(316) 264-8008  
Telephone number

Sworn to and subscribed before me this 9 day of April, 2015.



Jani Edwards  
Deputy City Clerk

(Published in the *Wichita Eagle*, on May 22, 2015)

**RESOLUTION NO. 15-131**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENT – BRENTWOOD SOUTH ADDITION PHASE 5/NORTH OF PAWNEE, EAST OF WEBB) (472-85218).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by resident owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on **Cranbrook Street** from the west line of Lot 2, Block 5 to the south line of Lot 8, Block 5; and on **Cranbrook Court** from Cranbrook Street to and including the cul-de-sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Eight Thousand Dollars \$408,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BRENWTOOD SOUTH ADDITION PHASE 5**

Lots 6 through 18, Block 3  
Lots 2 through 10, Block 5  
Lot 1 through 8, Block 5

(d) The method of assessment is: **equally per lot (30 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and City Attorney

(Published in the *Wichita Eagle*, on May 22, 2015)

**RESOLUTION NO. 15-132**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS WATER IMPROVEMENTS – BRENTWOOD SOUTH ADDITION PHASE 5/NORTH OF PAWNEE, EAST OF WEBB) (448-90670)**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is Seventy-Seven Thousand Dollars \$77,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BRENTWOOD SOUTH ADDITION PHASE 5**

Lots 6 through 18, Block 3

Lots 2 through 10, Block 4

Lots 1 through 8, Block 5

(d) The method of assessment is: **equally per lot (30 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$11,580** assessed equally among all property equally at **\$386 per lot (30 lots).**

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and City Attorney

(Published in the *Wichita Eagle*, on May 22, 2015)

**RESOLUTION NO. 15-133**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 2, MAIN 22, FOURT MILE CREEK SEWER – BRENTWOOD SOUTH ADDITION PHASE 5/NORTH OF PAWNEE, EAST OF WEBB) (468-85029).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer (Lateral 2, Main22, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District below** (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Ten Thousand Dollars \$110,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BRENTWOOD SOUTH ADDITION PHASE 5**

Lots 6 through 18, Block 3

Lots 2 through 10, Block 4

Lots 1 through 8, Block 5

(d) The method of assessment is: **equally per lot (30 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and City Attorney

*EXHIBIT A*

**BRENTWOOD SOUTH ADDITION PHASE 5**

Lots 6 through 18, Block 3

Lots 2 through 10, Block 4

Lots 1 through 8, Block 5

Following are easements and dedications for City Council on May 19, 2015

**The following deed needs to be recorded:**

Drainage Easement from MAIZE USD No. 266, dated April 21, 2015 for tracts of land lying in Lot 1, Block A, Central Maize Schools Addition to Wichita, Sedgwick County, Kansas (OCA 706991) No Cost to City

**The following deeds and easements have been recorded:**

Waterline Easement from Kansas Board of Regents (“KBOR”) dated February 25, 2015 for a tract of land lying in the Southwest corner of the Northeast Quarter of Section 11, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. (OCA 607853) No Cost to City

Drainage Easement from Beech Lake Investment, LLC, a Kansas limited liability company, dated January 15, 2015 for a tract of land lying in Reserve D, The Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Murfin Drilling Company, Inc., a Kansas corporation dated December 19, 2014 for a tract of land lying in Lot 4, Block 1, The Waterfront Addition, an Addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Waterline Easement from Four S Development, LLC dated August 13, 2014 for a tract of land lying in Lot 10, Block 1, Regency Lakes Commercial 2<sup>nd</sup> Addition, to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Sanitary Sewer Easement from Wichita Destination Developers, Inc., a Kansas Corporation dated November 18, 2014 for a tract of land lying in Lots 2, 3, and 4, Block 2 and Reserve “C”, K96 and Greenwich North Addition, an Addition to the City of Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Waterline Easement from Wichita Destination Developers, Inc., a Kansas Corporation dated November 18, 2014 for a tract of land lying in Lots 2, and 3, Block 2 , K96 and Greenwich North Addition, an Addition to the City of Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Water Utility Easement from Young Men’s Christian Association of Wichita dated December 17, 2014 for a tract of land lying in Lot 1, Block 1, YMCA Andover First Addition, an addition to Andover, Butler County, Kansas (OCA 607853) No Cost to City

**The Following easement to be recorded by owner:**

Waterline Easement from Kwik Shop at SW Corner of Lot 1, University Gardens Second Addition. No Cost to City.

**City of Wichita  
City Council Meeting  
May 19, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Improvements to the 21<sup>st</sup> Street North Bridge between Mosley and New York (District VI)

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

**AGENDA:** Consent

**Recommendations:** Approve the supplemental agreement and revised budget.

**Background:** On September 10, 2013, the City Council approved an agreement with MKEC Engineering (MKEC) for development of design concepts for the 21st Street North Bridge between Mosley and New York. On December 17, 2013 the City Council approved the design concept. The following supplemental agreements have been approved by the City Council to date.

Agreement No.	Date Approved	Services Provided	Cost
Original	September 10, 2013	Original design concept agreement.	\$24,850
1	January 28, 2014	Supplemental design agreement for final design work.	\$51,400
2	October 14, 2014	Design revisions required to properly handle the excavation of contaminated soil and working in contaminated ground water.	\$50,980

Total design fee to date: \$127,230

**Analysis:** A preliminary soil handling report was submitted to the Kansas Department of Health and Environment (KDHE) for the disposal of contaminated soils. To minimize the amount of soil that must be disposed of offsite, KDHE is requiring a more detailed analysis to be completed by the City of Wichita. Additionally, as design progressed, it was discovered that an existing gas line relocation integral to the bridge structure would be necessary due to the soil conditions, which will require plan modifications. The proposed supplemental design agreement has been prepared to authorize this work.

**Financial Considerations:** The Adopted 2011-2020 Capital Improvement Program (CIP) includes \$350,000 in City at-large general obligation (GO) bond funding, of which \$155,000 was approved by the City Council on October 14, 2014. The \$155,000 budget has been fully encumbered with the original design fee and necessary geotechnical services to-date. The estimated fee for the redesign work is \$10,560, which brings the total design fee to \$137,790. Staff recommends initiating an additional \$15,000 out of the \$350,000 included in the CIP, bringing the revised total budget for design to \$170,000. This will allow for payment of design fees and staff costs for oversight and administration. Federal funding is available in the Transportation Improvement Program (TIP) in 2015 for construction, and the Proposed 2015-2024 CIP includes additional GO bond funding for the local construction match.

**Legal Considerations:** Supplemental Agreement No. 3 and the resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Agreement No. 3 and the revised budget, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 3, budget sheet, and amending resolution.

# Project Request

CIP     Non-CIP    CIP YEAR: 2013    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85120

COUNCIL DISTRICT: 06 Council District 6    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 249148    PROJECT TITLE: 21st St N Bridge between Mosley & New York (formerly "at Derby Refinery)

PROJECT DETAIL #: 01    PROJECT DETAIL DESCRIPTION: 21st St N Bridge between Mosley & New York (formerly "at Derby Refinery)

OCA #: 715732    OCA TITLE: 21st St N Bridge between Mosley & New York (formerly "at Derby Refinery)

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$155,000.00	\$15,000.00	\$170,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$155,000.00	\$15,000.00	\$170,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$155,000.00	\$15,000.00	\$170,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$155,000.00	\$15,000.00	\$170,000.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: 04/23/15

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 3  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 10, 2013  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated September 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21<sup>ST</sup> STREET BRIDGE AT THE DERBY REFINERY** (Project No.472-85120\_715732).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional geotechnical exploration, intra-agency coordination and structural calculation review and plan modifications due to gas line changes (see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$10,560.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **March 1, 2015.**
- (b) Office check plans by **June 15, 2015.**
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **August 1, 2015.**

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

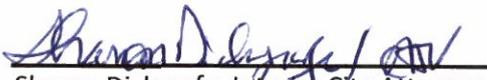
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

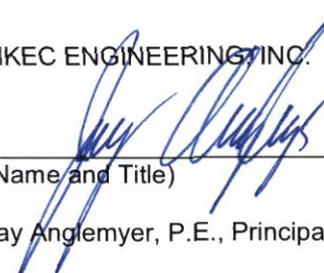
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney  
and Director of Law

MKEC ENGINEERING, INC.

  
\_\_\_\_\_  
(Name and Title)

Jay Anglemeyer, P.E., Principal

ATTEST:

  
\_\_\_\_\_  
Cynthia A. Womack, Admin. Asst.



April 12, 2015

Mr. Shawn Mellies, P.E.  
Chief Design Engineer  
City of Wichita  
455 N. Main, 7<sup>th</sup> Floor  
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement  
21st Street Bridge at the Derby Refinery (Proj. No. 472-85120)

Dear Mr. Mellies:

Per the City's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform additional design services related to the replacement of the existing reinforced box culvert with a single span bridge. The scope of the proposed design changes are presented below:

- Contract with a geotechnical firm for additional contaminated soil testing in accordance with the requirements of the Kansas Department of Health & Environment (KDHE) for the purpose of delineating contamination levels within the soil to be excavated as part of the construction of the proposed bridge and associated improvements.
- Coordinate the work performed by the geotechnical firm with the City of Wichita, the KDHE and make necessary plan and specification adjustments based on the information provided by the geotechnical firm and as directed by the City of Wichita and the KDHE.
- Review design calculations and modify the plans and specifications as required to accommodate the relocation of a 12" gas line owned by Kansas Gas Service (KGS). KGS is in the process of re-designing the relocation of this line due to difficulties experienced in the field during the physical relocation of the line as originally planned. The re-design will require MKEC to review structural calculations of the south traffic rail and provide various construction details for pipe supports along the rail and through concrete channel lining. MKEC will also provide a construction sequence that accommodates the installation of the gas line in conjunction with the construction of the bridge.

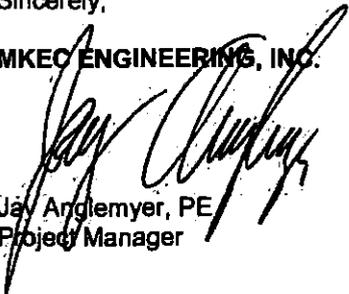
The additional work included in this supplemental agreement request will be performed in accordance with the requirements of the original contract. Submittal of final plans, supplemental specifications and construction cost estimate for the project, including supplemental items, will not be delayed due to the addition of the work described herein.

MKEC proposes a supplemental fee of \$10,560.00 to complete this work. The supplemental fee includes \$5,160.00 for additional geotechnical exploration by GSI, \$3,400.00 for MKEC coordination efforts between GSI, KDHE and the City of Wichita, and \$2,000.00 for structural calculation review and plan modifications required due to the gas line changes.

Thank you for your consideration of this proposal. If you have any questions or wish to discuss the proposed design changes, please contact me. MKEC welcomes this opportunity to serve the City of Wichita.

Sincerely,

**MKEC ENGINEERING, INC.**



Jay Anglemyer, PE  
Project Manager

**RESOLUTION NO. 15-134**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-310 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. **14-310** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, payment of required fees, administration, and oversight of improvements to the 21<sup>st</sup> Street North Bridge between Mosley and New York (472-85120).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$170,000** in accordance with prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** **Section 1** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (“the Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the October 14, 2014, adoption of Resolution No. 14-310, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on May 19, 2015.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JENNIFER MAGAÑA, CITY ATTORNEY  
AND DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for 37<sup>th</sup> Street North, Oliver to Woodlawn (District I)

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

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Agreement No.1 and the revised budget.

**Background:** On July 15, 2014, the City Council approved an agreement with Professional Engineering Consultants (PEC) for design of improvements to 37<sup>th</sup> Street North, between Oliver and Woodlawn. The project area lies adjacent to properties annexed by both the cities of Wichita and Bel Aire. The design concept was approved by the Bel Aire City Council on February 17, 2015, and the Wichita City Council on April 21, 2015.

**Analysis:** Proposed improvements consist of widening 37<sup>th</sup> Street from a two-lane to a three-lane roadway with curb and gutter, and an underground storm sewer. On-street bike lanes and sidewalk along both sides of the street are proposed as well.

Construction is planned to begin in the spring of 2016 and be completed in late 2016. One lane of westbound traffic will be carried throughout construction, except during a six-week period when 37<sup>th</sup> Street will be closed at the railroad tracks. During that time, local access will be maintained through two-way traffic east and west of the closure. A supplemental agreement has been prepared to provide the additional services for final design.

**Financial Considerations:** The existing contract amount for concept design services is \$51,344 and the cost of the additional services for final plans is \$188,656, for a total design fee of \$240,000.

The existing budget of \$90,000, funded by general obligation (GO) at-large bonds, was approved by the City Council on July 15, 2014. Additional GO bond funding of \$250,000 is available in the Proposed 2015-2024 Capital Improvement Program (CIP) in 2015 for design, which brings the total revised budget to \$340,000. The project will be returned to the City Council at a later date for approval of construction funding.

An additional \$27,500 is allocated for waterline design work associated with this project in the 2015 Water Mains Replacement or Relocation (W-67) budget, which was approved by the City Council on February 24, 2015.

**Legal Considerations:** The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and revised budget, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1, amending resolution and budget sheet.

# Project Request

CIP    Non-CIP   CIP YEAR: 2015   CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities   DIVISION: Engineering   RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements   SUBFUND: 405 Arterial Paving   ENGINEERING REFERENCE #: 472-85157

COUNCIL DISTRICT: 01 Council District 1   DATE COUNCIL APPROVED: May 19, 2015   REQUEST DATE: \_\_\_\_\_

PROJECT #: 211528   PROJECT TITLE: 37th St N, Oliver-Woodlawn

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: 37th St N, Oliver-Woodlawn

OCA #: 707064   OCA TITLE: 37th St N, Oliver-Woodlawn

PERSON COMPLETING FORM: Jennifer Peterson   PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies   PHONE #: \_\_\_\_\_

NEW BUDGET    REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$90,000.00	\$250,000.00	\$340,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$90,000.00	\$250,000.00	\$340,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$90,000.00	\$250,000.00	\$340,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$90,000.00	\$250,000.00	\$340,000.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD:

DEPARTMENT HEAD: \_\_\_\_\_

DATE: 04/23/15

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **37TH STREET NORTH, OLIVER TO WOODLAWN** (Project No.472-85157\_707064\_636325).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Final plan development and waterline designs for  
37<sup>th</sup> St. North, Oliver to Woodlawn (see Attached for details)**

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$216,156.00:

Phase II Plan Development (707064)	\$188,656.00
Waterline Design (636320)	\$ 27,500.00
<b>Suppl. Agmt. #1 TOTAL:</b>	<b>\$216,156.00</b>

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **July 15, 2015**.
- (b) Office check plans by **October 1, 2015**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **January 15, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

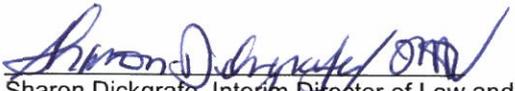
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

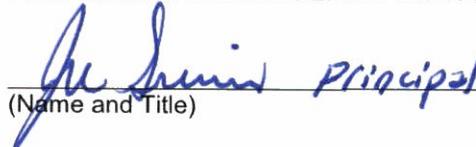
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

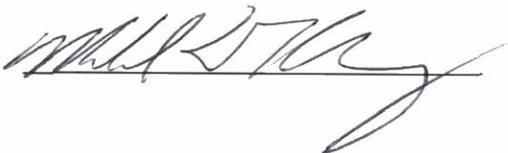
APPROVED AS TO FORM:

  
Sharon Dickgrate, Interim Director of Law and  
City Attorney

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
(Name and Title)

ATTEST:





April 6, 2015

Mr. Shawn Mellies, P.E.  
Chief Design Engineer  
Wichita City Hall, 7<sup>th</sup> Floor Engineering  
455 N. Main Street  
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1  
37<sup>th</sup> Street, Oliver to Woodlawn  
COW Project No: 472-85157 (707064)  
PEC Project No. 32-14133-000-0042

Dear Mr. Mellies:

In accordance with Exhibit "A", Paragraph B, of the agreement dated July 15, 2014 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 1 for the project.

Following is a summary of requested modified payment provisions for the additional services:

Original Contract:	\$51,344.00
<b>Supplemental Agreement No. 1</b>	
Item 1 (Phase II – Plan Development)	\$188,656.00
Item 2 (Waterline Design)	<u>\$27,500.00</u>
<b>Grand Total (Lump Sum)</b>	<b>\$267,500.00</b>

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.  
Principal, Transportation Division

JPS/kah

**SCOPE OF SERVICES (Additional)**  
**For**  
**37<sup>th</sup> STREET, OLIVER TO WOODLAWN**  
**(Project No. 472-85157)**

1. Proceed with Phase II Plan Development based on the preliminary design concept that was approved by the City. Design elements will include, but not be limited to, the following:
  - A 3-lane curb & gutter section with on-street bike lanes and 6' sidewalks on each side of 37<sup>th</sup> street.
  - An eastbound right turn auxiliary lane to Ridgewood Street.
  - An eastbound right turn auxiliary lane between Whispering Brook and Woodlawn.
  - Storm water sewer systems design.
  - Design and permitting for 3 cross road drainage structures.
  - Upgrade the traffic signal systems at Oliver and Woodlawn to current ADA standards.
  - Coordination with the UPRR for upgrades to their at-grade rail crossing and signal protection equipment.
  - Prepare right-of-way/easement tract maps and legal descriptions as needed for the City's use in acquisitioning.
  
2. Proceed with design of waterline adjustments as requested by the CITY and per Section IV.B.2. of the agreement. Design elements will include, but not be limited to, the following:
  - Design for the replacement and realignment of approximately 300 LF of 20" waterline through the railroad crossing, including encasement as required.
  - Design of waterline adjustment plans and details required to clear crossroad drainage structures at 4 locations. Efforts will also include adjustments to valves, hydrants, meters and service connections as needed.

**RESOLUTION NO. 15-135**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-193 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. **14-193** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design of improvements to 37<sup>th</sup> Street North, between Oliver and Woodlawn, as necessary for a major traffic facility (472-85157).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$340,000** in accordance with prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of expenditures made on or after the date which is **60 days prior to the July 15, 2014, adoption of Resolution No. 14-193, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adopted of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on May 19, 2015.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement No. 1 for Improvements to 143<sup>rd</sup> Street East, Kellogg to Central (District II)

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

**AGENDA:** Consent

---

**Recommendations:** Approve Supplemental Agreement No.1 and the revised budget.

**Background:** On July 15, 2014, the City Council approved an agreement with TranSystems Corporation for design of improvements to 143<sup>rd</sup> Street East, between Kellogg and Central. On April 21, 2015, the City Council approved the design concept.

**Analysis:** The improvements consist of widening 143<sup>rd</sup> Street from a two-lane to a five-lane roadway with two through lanes in each direction and a center two-way left turn lane, as well as curb and gutter, and drainage improvements. A six-foot wide sidewalk will be constructed on both sides of 143<sup>rd</sup> Street, with a pedestrian crossing at the north end of the project between Siefkin Street and the Kansas Turnpike Authority Bridge.

Construction is planned to begin in the spring of 2017 and be completed in late 2017. One lane of southbound traffic will be carried throughout construction, except at the south end, just north of Kellogg, where traffic will be two-way from Kellogg to the commercial properties of QuikTrip and Integrity Auto Group.

**Financial Considerations:** The original contract amount for the concept design services is \$35,000, and the cost of the additional services for final plans is \$214,680, for a total design fee of \$249,680.

The existing budget is \$60,000, funded by general obligation (GO) at-large bonds. Additional GO bond funding of \$250,000 is available in the Proposed 2015-2024 Capital Improvement Program (CIP) in 2015 for this project, which brings the total revised budget to \$310,000. This will be used for final design, right-of-way and staff costs for oversight and administration. The project will be returned to the City Council at a later date for approval of construction funding.

**Legal Considerations:** The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve the supplemental agreement and revised budget, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1, budget sheet and amending resolution.

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85159

COUNCIL DISTRICT: 02 Council District 2    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211530    PROJECT TITLE: 143rd St E, Kellogg- Central

PROJECT DETAIL #: 01    PROJECT DETAIL DESCRIPTION: 143rd St E, Kellogg- Central

OCA #: 707066    OCA TITLE: 143rd St E, Kellogg- Central

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies    PHONE #: 268-4393

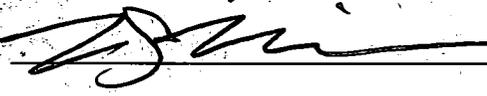
NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$60,000.00	\$250,000.00	\$310,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$60,000.00	\$250,000.00	\$310,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$60,000.00	\$250,000.00	\$310,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$60,000.00	\$250,000.00	\$310,000.00

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD:   
 DEPARTMENT HEAD: \_\_\_\_\_  
 BUDGET OFFICER:   
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 04/23/15  
 DATE: \_\_\_\_\_  
 DATE: 29 Apr 2015  
 DATE: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
TRANSYSTEMS CORPORATION  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **143<sup>RD</sup> STREET, KELLOGG TO CENTRAL** (Project No.472-85159).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Design and prepare final set of plans for 143<sup>rd</sup> Street, Kellogg to Central  
(see Attached for details)**

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$214,680.**

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **October 1, 2015.**
- (b) Office check plans by **December 15, 2015.**
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **March 15, 2016.**

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

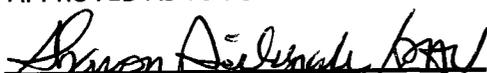
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

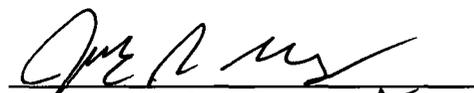
APPROVED AS TO FORM:

  
Sharon Dickgrafe, Interim City Attorney  
and Director of Law

TRANSYSTEMS CORPORATION

  
(Name and Title)  
BRETT A. LIETKOWSKI, P.E.  
SENIOR VICE PRESIDENT

ATTEST:

  
JEFFREY R. LACKEY, P.E.  
ASSOCIATE

**Exhibit "C"**  
**Supplemental #1 Scope of Services**  
**143rd Street from Kellogg to Central Avenue**  
**Wichita, KS**

**PROJECT UNDERSTANDING**

The general project improvements as agreed upon by the city of Wichita and TranSystems include full reconstruction of the roadway that includes a 5-lane section including curb and gutter, storm sewer, inlets, concrete and asphalt paving and pedestrian facilities along both sides of 143rd Street.

**FINAL DELIVERABLES**

The City will be provided one full size set of final plans, one full size (22" x 36") electronic PDF copy and one half size black line set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

**PROJECT TASKS**

The project will be conducted in six phases, which are listed below with a brief description for each phase.

<b>Phase 100 - Discovery Phase</b>	Previously Completed
<b>Phase 200 - Field Check Plans</b>	Development and Initial Project Analysis
<b>Phase 300 - Office Check Plans</b>	Further Refinement of Project, and detail development.
<b>Phase 400 - Final Check/PS&amp;E</b>	Final Review/Estimating of plans
<b>Phase 500 - Final Plans</b>	Completion of Plans
<b>Phase 600 - Construction</b>	Construction Phase

**Phase 200      Field Check Plans**

**Task 100      Plans and Estimates**

101. TranSystems will develop the design geometry based on the approved Discovery Phase for the project using the base mapping obtained in the Discovery Phase previously completed. The TIN model created in the Field Surveys task will also be used during this phase to develop the vertical alignment. This data, supplemented by City GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per the city of Wichita/Sedgwick County Stormwater criteria.

102. Field Check plans will be prepared and submitted in accordance with city of Wichita policies and practice, and will be approximately 50% complete. The following sheets are anticipated to be included in this submittal

- Title Sheet
- Typical Sections/General Notes
- Plan/Profile Sheets
- Miscellaneous Details
- Storm Drainage
- Traffic Signal
- Traffic Control/ Construction Sequencing (General discussion and overview)
- Pedestrian Signal Sheets

- Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 50 ft., plus additional sections as needed at transition points, critical point, etc. to facilitate design and accuracy of earthwork quantities.)

103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

**Task 200            Communications**

201. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments. This task also includes preparation of meeting minutes.

**Task 300            Utility Coordination**

301. Utility coordination will comply with the City's Utility Location Coordination Subcommittee requirements. TranSystems will submit plans and conflict list to the City's ftp site and send a notification to utilities to notify them to review and verify receipt of the utility plans. TranSystems will post a summary to the City's ftp site on the third Thursday of each month for the project's duration indicating each utility's response, a brief description of location in the project, needs for relocation, estimated time frame and any additional comments. TranSystems will attend one (1) ULCC meeting during the field check phase.

**Task 400            Public Meeting**

401. TranSystems will assist the City in preparing for and conducting one (1) Public Meeting to present the project to the District Advisory Board. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The city of Wichita will be responsible for all set up, securing the facilities and publishing notices. TranSystems will be responsible for documenting the response from the public. It is anticipated that the meeting will be conducted in an open-house format, with no formal presentation required.

**Task 500            Survey**

501. At the conclusion of the discovery phase, it was determined additional topographic survey is needed to complete the design of the grading limits for the project. TranSystems will obtain additional survey approximately thirty (30) feet beyond right of way where needed to complete project grading limits.

**PHASE 300        OFFICE CHECK PLANS**

**Task 100           Plans and Estimates**

101. Plans Preparation-Once the Field Check Plans are approved, Office Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans including the geologic and hydraulic recommendations approved by the City. Office Check plans will be prepared and submitted in accordance with city of Wichita policies and practice. These plans will be approximately 90% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- City Standard Details
- Miscellaneous Details
- Standard Details

- Curb and Gutter
- Driveway Entrances
- Pedestrian Signal Plans
- Erosion Control Plans –typical BMP sheets
- Signing and Pavement Marking
- Storm Sewer Profiles
- Traffic Signal Sheets
- Summary of Quantities
- Traffic Control/Construction Phasing
- Cross Sections (Driveways will be shown in the cross sections)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

102. Special Provisions – Prepare Special Provisions to supplement the city of Wichita standard construction specifications as needed.
103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

**Task 200 R/W, Construction Easements and Drainage Easements**

201. Property Descriptions- TranSystems will write permanent and temporary legal descriptions for the following parcels of land:
- Write Legal Descriptions for temporary construction easements for an estimated twenty-five (25) parcels of land.
  - We are estimating one (1) exhibit for temporary construction purposes per parcel for total survey exhibits of twenty-five (25).
  - Write Legal Descriptions for permanent drainage easements for an estimated one (1) parcels of land.
  - We are estimating one (1) exhibit for permanent drainage purposes per parcel for total survey exhibits of one (1).

A total of 26 Temporary Construction and Permanent Drainage Legal Descriptions and Exhibits are estimated are estimated for this project.

The city of Wichita will be responsible for acquiring all temporary construction easements and permanent drainage easements to accommodate the letting schedule.

**Task 300 Utility Coordination**

Utility coordination will comply with the City's Utility Location Coordination Subcommittee requirements. TranSystems will submit plans and conflict list to the City's ftp site and send a notification to utilities to notify them to review and verify receipt of the utility plans. TranSystems will post a summary to the City's ftp site on the third Thursday of each month for the project's duration indicating each utility's response, a brief description of location in the project, needs for relocation, estimated time frame and any additional comments. TranSystems will attend one (1) ULCC meeting during the Office Check Phase.

**Task 400      Permitting**

401. Permitting –TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that has a total disturbed area greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems environmental team will prepare the NOI. The application fee of \$60 will be paid for by TranSystems. In annual fees are required those will be paid for directly by the city of Wichita.
- Sedgwick County Stormwater Permit - For authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit under the National Pollutant Discharge Elimination System (NPDES). TranSystems will prepare the permit once the NOI has been "Conditionally Authorized" by KDHE. The contractor will be responsible for submitting the Stormwater Pollution Prevention Plan (SWPPP) to the city of Wichita prior to construction.

**PHASE 400      FINAL CHECK Plans**

**Task 100      Plans and Estimates**

101. Plans Preparation-Once the Office Check Plans are approved, Final Check plans will be prepared and submitted in accordance with city of Wichita policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Office Check.

**PHASE 500      FINAL PLANS**

**Task 100      Plans and Estimates**

101. Plans Preparation-Once the Final Check Plans are approved, Final plans will be stamped and submitted in accordance with city of Wichita policies and practice. This should complete the plan production portion of the contract.

**PHASE 600      Construction Phase**

**Task 100      Engineering/Design**

101. Reviews-Provide shop drawing review and approval of structural details submitted by the Contractor. For estimating purposes, we have estimated that 75 inlets/manholes will be needed to carry the drainage for this project.

***Assumptions***

- City of Wichita Construction Specifications will be used as the governing specifications for the project and will be supplemented by Project Special Provisions as required;
- Geological investigations are not included in this proposal. A separate agreement with the City of Wichita will be negotiated to include these services if required;
- Pavement designs are not included as part of this proposal. Proposed pavement sections will be based on existing pavement sections and City of Wichita recommendations;
- No lighting or aesthetic designs are included as part of this proposal;
- Should public utilities need to be relocated as a part of this project, i.e. waterline and/or sanitary sewer relocations; the city of Wichita will be responsible for specific relocation work. The design of city owned

water lines are not included in this scope and a separate agreement with the city of Wichita will be negotiated if these services are desired.

- Drainage design is assumed to generally occur within the project limits. Should existing storm sewer lines or other miscellaneous drainage improvements be required outside the project limits TranSystems will enter into a supplemental agreement to complete that work;
- The city of Wichita will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City.
- Staking of proposed Temporary Construction or Permanent Drainage Easements is not included as part of this proposal;
- According to the FEMA web site, FIRM Map Number 20173C0385E, dated February 2, 2007, and Firm Map Number 20173C0395E, dated February 2, 2007, there are no floodplains or floodways delineated in the vicinity of this project. Therefore, no floodplain or floodway delineation will be shown on the plans or surveyed in the field.
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein. TranSystems will convert the design files to the city's current Autocad version at the conclusion of the project.
- The selected contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data.
- Construction Inspection services are available upon request, but are not included in this agreement. A separate agreement with the city of Wichita will be negotiated if these services are desired.
- Shop drawing review is included under this scope of services.
- The city of Wichita will be responsible for acquiring all temporary construction easements and permanent drainage easements to accommodate the letting schedule.

#### **Design Fees**

Discovery Phase (Original Contract) = \$35,000

Supplemental #1 = \$214,680

**Total Fee = \$249,680.00**

707066

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

**RESOLUTION NO. 15-136**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-197 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. **14-197** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design of improvements to 143<sup>rd</sup> Street East, between Kellogg and Central, as necessary for major traffic facility (472-85159).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$310,000** in accordance with specifications prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the July 15, 2014, adoption of Resolution No. 14-197, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution,** to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and  
Director of Law

**City of Wichita  
City Council Meeting  
May 19, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 2 for K-96 and Hoover Interchange (Districts V and VI)

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

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On March 3, 2015, the City Council approved a contract with Cornejo & Sons, LLC for construction of the K-96 and Hoover Interchange. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	March 3, 2015	Original construction contract.	\$2,398,648
No. 1	March 18, 2015	Clear right-of-way line along 37 <sup>th</sup> Street and along Hoover road to accommodate new fence, portions of existing fence within the project construction limits are to be removed with the project. New fence must be placed adjacent to the property to secure from trespassing.	\$15,748
Total contract cost to date			\$2,414,396

**Analysis:** The project requires removal of a chain link access control fence for Brooks Landfill and future Crystal Prairie Park along the west bound exit ramp. According to the Mine Safety and Health Administration (MSHA), access control around the existing landfill and sand mining operation must be maintained with an approved fence in accordance with regulation set by the governing agency, the Kansas Department of Health and Environment (KDHE). The KDHE approved a chain link fence as access control with the current permit for operating Brooks Landfill. The standard Kansas Department of Transportation fence proposed in the plans will not meet KDHE permit requirements.

**Financial Considerations:** The cost of the change order is \$48,750, which brings the total contract amount to \$2,463,146. Funding is available in the existing budget, which was approved by the City Council on February 3, 2015, and is funded by general obligation at-large bonds and local sales tax.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 2 and plan sheet.



To: Cornejo & Sons, LLC.  
Change Order No.: 2  
Purchase Order No.: PO540193  
CHARGE TO OCA No.: 706999

Project: K-96 & Hoover Interchange  
Project No.: 472-84780  
OCA No.: 706999/636310  
PPN: 209464/774079

Please perform the following extra work at a cost not to exceed **\$48,750.00**  
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

**Additional Work:** Replace chain link access control fence

**Reason for Additional Work:** The project requires removal of the 12' tall chain link access control fence for Brooks Landfill and future Crystal Prairie Park along the west bound exit ramp. The plans propose using standard Kansas Department of Transportation (KDOT) access control fence.

According to the Mine Safety and Health Administration (MSHA), access control around the existing landfill and sand mining operation must be maintained with an approved fence in accordance with regulations set by the governing agency, the Kansas Department of Health and Environment (KDHE). KDHE approved a 12' tall chain link fence as access control with the current permit for operating Brooks Landfill. The standard KDOT fence proposed in the plans will not meet the KDHE permit requirements. The fence must be replaced with the same fence as existing. Staff and the contractor will measure the fence replaced for a final adjustment to the budget charges.

Line #	KDOT #	Item	Negotiated/		Unit Price	Extension
			Bid	Qty		
91		12' Chain Link Fence	Negot'd	1,625 lf	\$30.00	\$48,750.00
<b>TOTAL:</b>						<b>\$48,750.00</b>

<b>CIP Budget Amount:</b>	<b>\$6,900,000.00 (706999)</b>	<b>Original Contract Amt.:</b>	<b>\$2,398,647.83</b>
	<b>\$20,000.00 (636310)</b>		
<b>Consultant: PEC</b>		<b>Current CO Amt.:</b>	<b>\$48,750.00</b>
<b>Exp. &amp; Encum. To Date:</b>	<b>\$3,394,860.68</b>	<b>Amt. of Previous CO's:</b>	<b>\$15,747.80</b>
		<b>Total of All CO's:</b>	<b>\$64,497.80</b>
<b>CO Amount:</b>	<b>\$48,750.00</b>		
<b>Unencum. Bal. After CO:</b>	<b>\$3,456,389.32</b>	<b>Adjusted Contract Amt.:</b>	<b>\$2,463,145.63</b>

**Recommended By:** JW

**Approved:**

\_\_\_\_\_  
Steve Degenhardt, P.E.                      Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E.                              Date  
City Engineer

**Approved:**

**Approved**

\_\_\_\_\_  
Contractor                                      Date

\_\_\_\_\_  
Alan King                                      Date  
Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Jennifer Magaña                      Date  
Director of Law and City Attorney

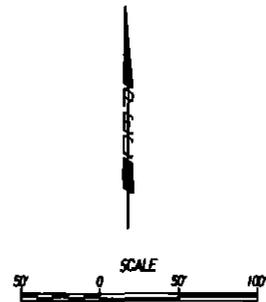
\_\_\_\_\_  
Jeff Longwell                      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

P.C. @ Ramp E-NS Sta. 822+43.06  
I. Not Set

P.I. @ Ramp E-NS Sta. 824+18.63 (Bk.)  
P.I. @ Ramp E-NS Sta. 824+18.30 (Ahd.)  
I. Not Set

MM 1/4 Sec. 26, T26S, R1W



**NEW KDOT ACCESS CONTROL FENCE**

25-57  
"ox 1212 LF  
the Specifications

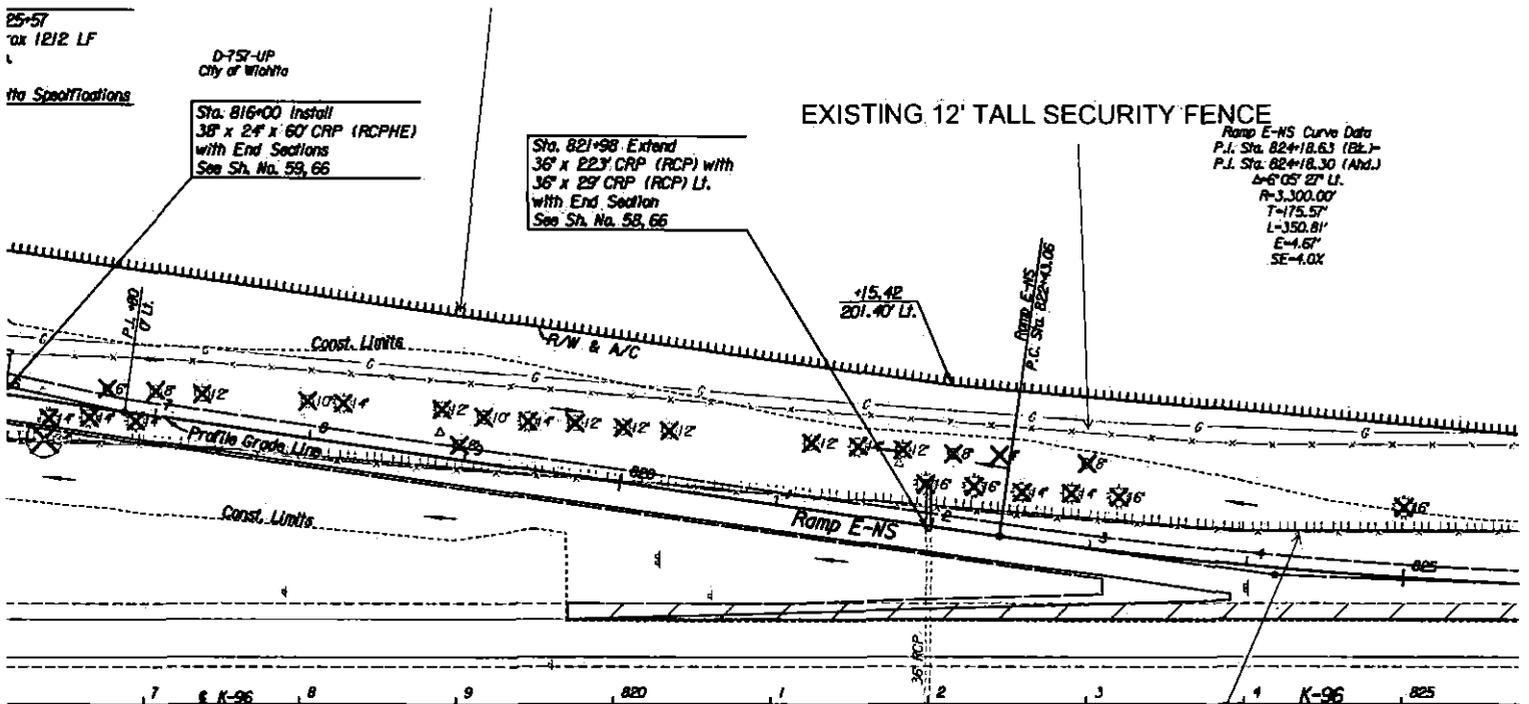
D-757-UP  
City of Wichita

Sta. 816+00 Install  
38" x 24" x 60" CRP (RCPHE)  
with End Sections  
See Sh. No. 59, 66

Sta. 821+98 Extend  
36" x 22" CRP (RCP) with  
36" x 25" CRP (RCP) Lt.  
with End Section  
See Sh. No. 59, 66

**EXISTING 12' TALL SECURITY FENCE**

Ramp E-NS Curve Data  
P.I. Sta. 824+18.63 (Bk.)  
P.I. Sta. 824+18.30 (Ahd.)  
Δ=6°05' 27" Lt.  
R=3,300.00'  
T=175.57'  
L=150.81'  
E=4.67'  
SE=4.0X



**EXISTING KDOT ACCESS CONTROL FENCE**

X Denotes trees to be removed  
Paid for as "Site Clearing".

**LEGEND**

- Pavement Removal
- ① 5' Transition from Combined Curb & Gutter (Type 1) to no curb.

- Utilities**
- Gas Wichita Gas Producers
  - Power Westar Energy
  - Sanitary Sewer Wichita Water Utilities
  - Telephone AT&T, Wichita Central Unit
  - Water Wichita Water Utilities

K-96 RAMP E-NS		DATE	
<b>PLAN</b>			
STA. 812+10.52 TO STA. 825+00			
GARY JANDRA, P.E. - CITY ENGINEER CITY OF WICHITA PROJECT NO. 472-84780			
		PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPKAWA WICHITA, KS 67202 316-262-2891 www.pcc1.com	
Designed by	JPS	Job No.	08907-001
Drawn by	SVB	Date	Jan. 2013
			Sheet 24 of 227

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Temporary Construction Easement at 1318 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project requires a 400 square foot temporary construction easement from the property at 1318 S. Meridian. The subject property is improved with a single-family residence. The project does not impact the residence; however, landscaping and portions of the private fence will have to be removed during construction.

**Analysis:** The proposed acquisition was estimated to have a value of \$100. This is the established minimum offer of just compensation for the project. The seller agreed to accept the offer plus an additional \$700 as the cost-to-cure for the chain-link fence and landscaping.

**Financial Considerations:** The funding source for the project is general obligation bonds. A budget of \$1,300 is requested. This includes \$800 for the acquisition and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the temporary construction easement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

**Attachments:** Temporary construction easement and tract map.

## TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 45

THIS EASEMENT made this 27<sup>th</sup> day of April, 2015, by and between Steve Landes, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Eight Hundred and no/100 Dollars (\$800.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 13 and 15 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 15 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 15; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 13 and 15, 50.00 feet to the intersection with the north line of said Lot 13; thence east along the north line of said Lot 13, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 15; thence west along the south line of said Lot 15, 10.00 feet to the point of beginning.

Said Tract containing 400.0 square feet, more or less..

Payment includes compensation for removing and reinstalling fence and moving plants.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

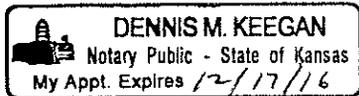
**Temporary Easement shall expire at the end of construction of above noted project or at 24 months from execution of this document, whichever comes first.**

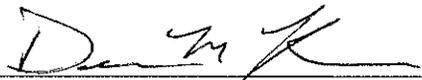
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

  
\_\_\_\_\_  
Steve Landes

STATE OF KANSAS    )  
                                  ) ss:  
SEDGWICK COUNTY )

This instrument was acknowledged before me on the 27<sup>th</sup> day of April, 2015 by  
Steve Landes of Johnson County, Kansas.



(sign) \_\_\_\_\_

(print) Dennis M. Keegan, NOTARY PUBLIC

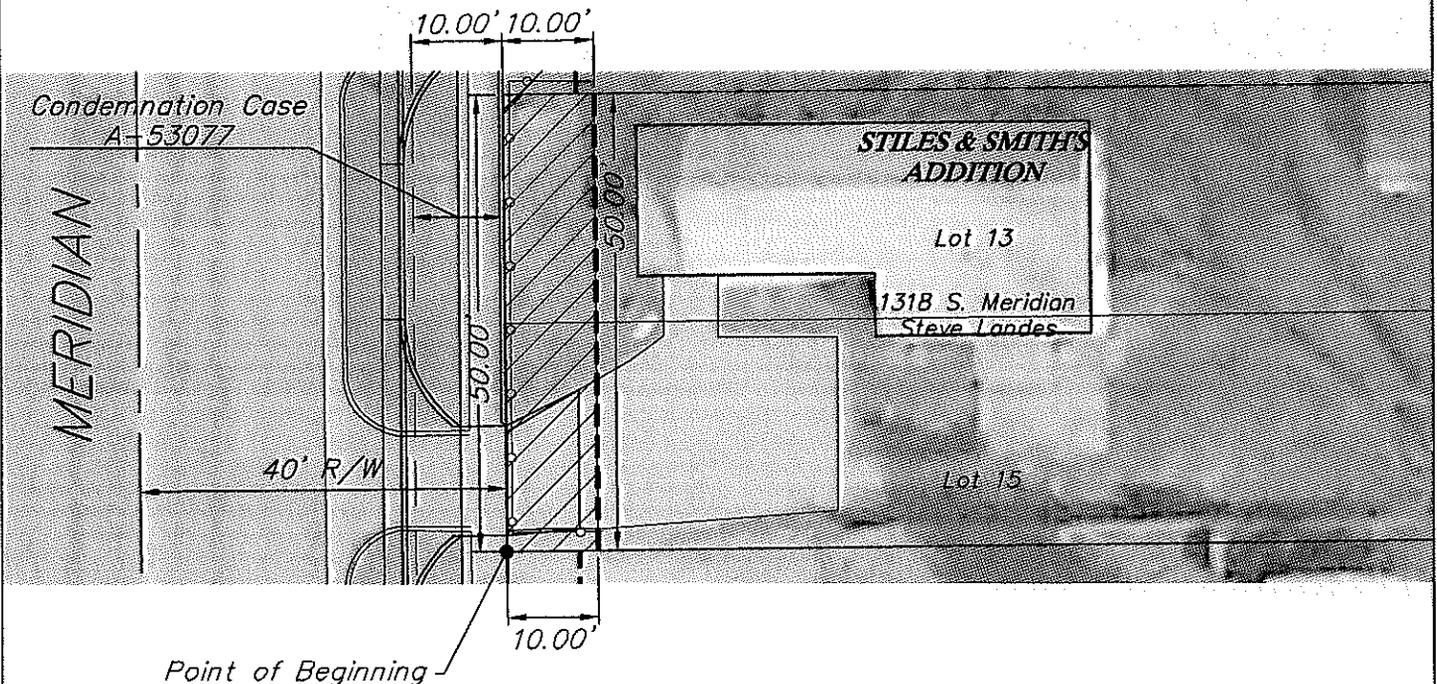
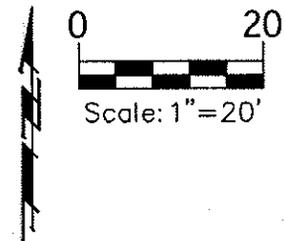
My commission expires: December 17, 2016

# TEMPORARY CONSTRUCTION EASEMENT

## LEGAL DESCRIPTION:

*That part of Lots 13 and 15 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 15 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 15; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 13 and 15, 50.00 feet to the intersection with the north line of said Lot 13; thence east along the north line of said Lot 13, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 15; thence west along the south line of said Lot 15, 10.00 feet to the point of beginning.*

*Said Tract containing 400.0 square feet, more or less.*



Owner:  
1318 S. Meridian  
Steve Landes  
8309 Tomahawk Rd  
Overland Park, KS 66207

September 8, 2014

**Baughman Company, P.A.**  
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
**Baughman** ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Temporary Construction Easement at 1412, 1418, and 1422 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project requires a 1,500 square foot temporary construction easement from the properties at 1412-1422 S. Meridian. The subject properties are improved with single-family residences. The project does not impact the residences; however, a portion of the private fence will have to be removed during construction.

**Analysis:** The proposed acquisition was estimated to have a value of \$260. This is the established minimum offer of just compensation for the project. The seller agreed to accept the offer plus an additional \$600 as the cost-to-cure for the fencing.

**Financial Considerations:** The funding source for the project is general obligation bonds. A budget of \$1,360 is requested. This includes \$860 for the acquisition and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the temporary construction easement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

**Attachments:** Temporary construction easement and tract map.

## TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 38

THIS EASEMENT made this 24<sup>th</sup> day of April, 2015, by and between John A. Scott and Dana L. Scott, husband and wife, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Eight Hundred Sixty and no/100 Dollars (\$860.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 41, 43, 45, 47, 49 & 51 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas beginning at the intersection of the south line of said Lot 51 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 51; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said 41, 43, 45, 47, 49 & 51, 150.00 feet to the intersection with the north line of said Lot 41; thence east along the north line of said Lot 41, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 150.00 feet to a point on the south line of said Lot 51; thence west along the south line of said Lot 51 10.00 feet to the point of beginning.

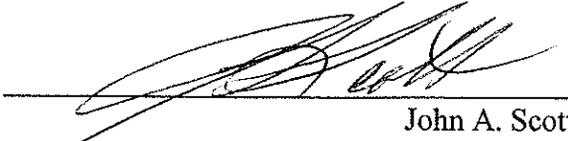
Said Tract containing 1,500.0 square feet, more or less.

Includes payment for fencing.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

**Temporary Easement shall expire at the end of construction of above noted project or at 24 months from execution of this document, whichever comes first.**

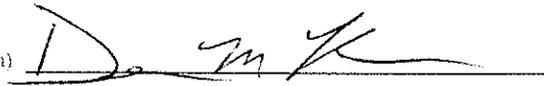
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

  
\_\_\_\_\_  
John A. Scott

  
\_\_\_\_\_  
Dana L. Scott

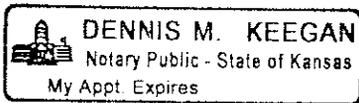
STATE OF KANSAS    )  
                                  ) ss:  
SEDGWICK COUNTY )

This instrument was acknowledged before me on the 5<sup>TH</sup> day of MAY, 2015 by  
John A. Scott and Dana L. Scott, husband and wife  
of Sedgwick County, Kansas.

(sign) 

(print) DENNIS M. KEEGAN, NOTARY PUBLIC

My commission expires: DEC 17, 2016



# TEMPORARY CONSTRUCTION EASEMENT

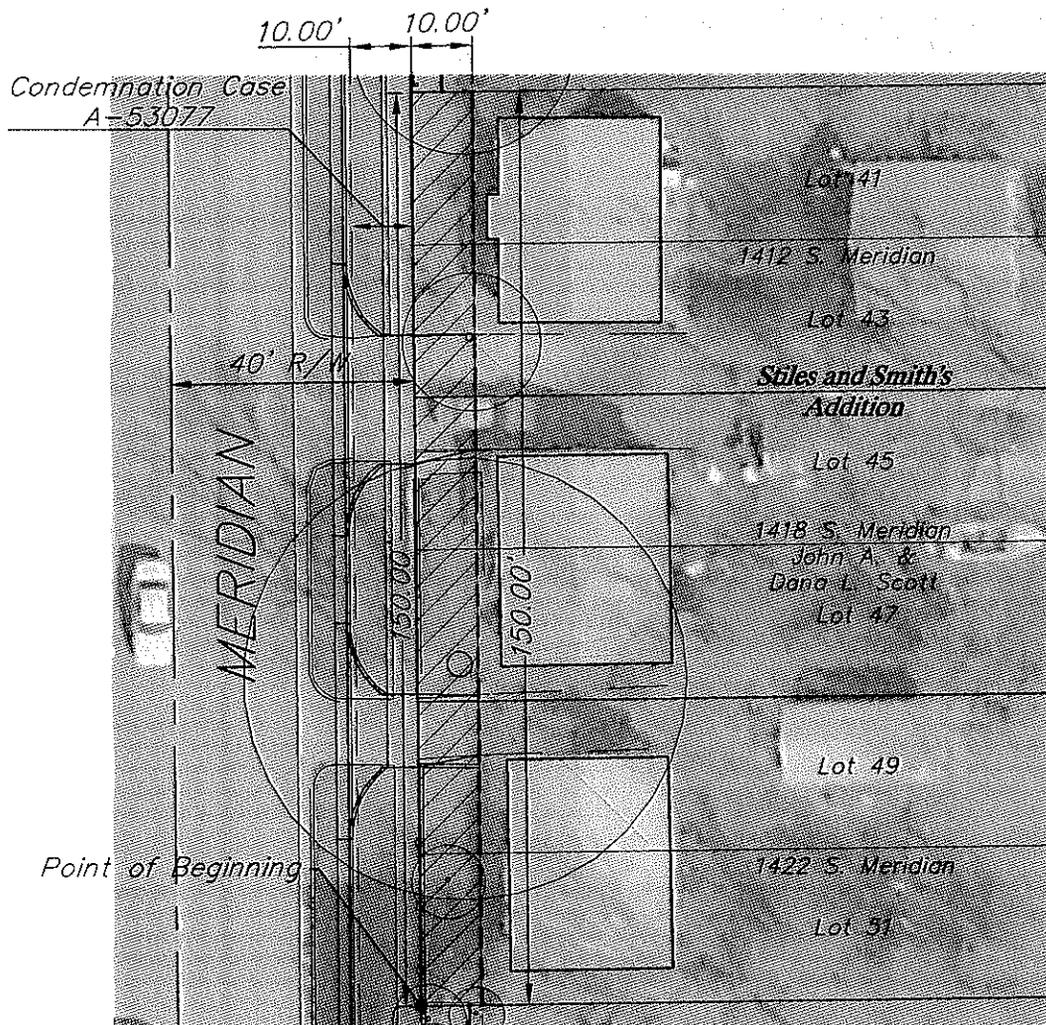
## LEGAL DESCRIPTION:

*That part of Lots 41, 43, 45, 47, 49 & 51 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas beginning at the intersection of the south line of said Lot 51 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 51; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said 41, 43, 45, 47, 49 & 51, 150.00 feet to the intersection with the north line of said Lot 41; thence east along the north line of said Lot 41, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 150.00 feet to a point on the south line of said Lot 51; thence west along the south line of said Lot 51 10.00 feet to the point of beginning.*

*Said Tract containing 1,500.0 square feet, more or less.*



Scale: 1" = 30'



Owner:  
 1412 S. Meridian  
 1418 S. Meridian  
 1422 S. Meridian  
 John A. & Dana L. Scott  
 2626 S 167th Street West  
 Goddard, KS 67205

January 5, 2015

**B** Baughman Company, P.A.  
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
**Baughman** ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Sanitary Sewer Easement at 10100 Shannon Woods Circle (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On December 10, 2013, the City Council approved the funding to replace or rehabilitate failing water and sewer infrastructure using the Water Mains Replacement or Relocation Program or the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. The removal of the Windemere Lift Station and replacement with a gravity flow line is a project within the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. To facilitate the project, it is necessary to acquire land from five parcels, three utility easements and two temporary construction easements. A sanitary sewer easement is required from the open space in the southeast corner of 10100 Shannon Woods Circle.

**Analysis:** The proposed easement consists of 3,223 square feet. The owner agreed to accept the estimated market value of the taking at \$2,600, or 80 cents per square foot.

**Financial Considerations:** The funding source for the project is Sewer Utility Funds. A budget of \$2,775 is requested. This includes \$2,600 for the acquisition, and \$175 for title work and other administrative fees.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the budget; 2) approve any necessary budget adjustments; 3) approve the real estate purchase agreement; and 4) authorize the necessary signatures.

**Attachments:** Real estate purchase agreement and tract map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between RESS Alliance, L.L.C., party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient perpetual easement for the purpose of constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A Sanitary Sewer Easement described as follows:

**COMMENCING** at the Southeast corner of Reserve "D" in Kansas Surgery and Recovery Center Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S89°02'26"W, along the South line of said Reserve "D", a distance of 57.88 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S89°02'26"W, along said South line, a distance of 44.66 feet; Thence Bearing N38°21'03"E, a distance of 4.93 feet; Thence Bearing N57°03'01"W, a distance of 154.48 feet; Thence Bearing N89°02'26"E, a distance of 35.85 feet; Thence Bearing S57°03'01"E, a distance of 161.33 feet to the **POINT OF BEGINNING**.

(Said Sanitary Sewer Easement containing 0.074 acres, more or less)

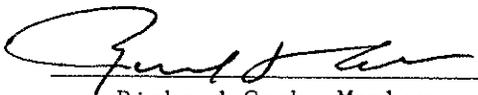
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Thousand Six Hundred Dollars (\$2,600) in the manner following to-wit: cash at closing
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of

taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 13, 2015.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid by Buyer.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**RESS Alliance, L.L.C.:**

  
Richard Cook, Member

**BUYER:**

**ATTEST:**

\_\_\_\_\_  
Jeff Longwell, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

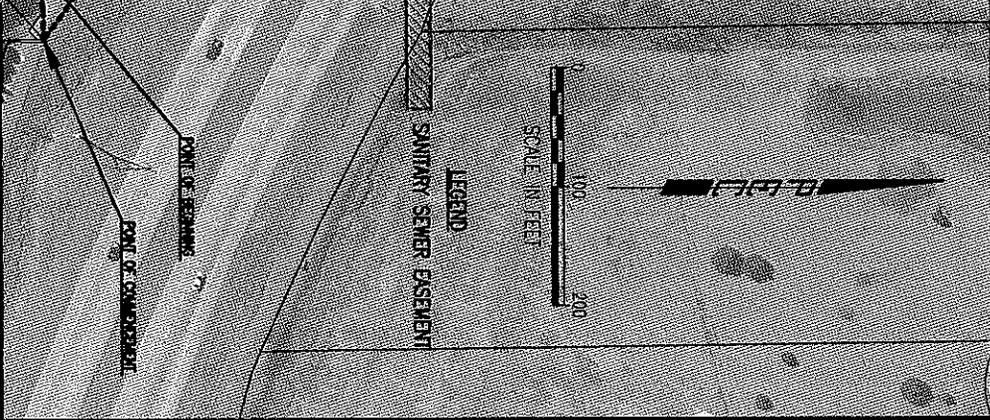
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Jennifer Magana, Director of Law



**WINDERMERE LIFT STATION ABANDONMENT AND SANITARY SEWER EXTENSION**  
**SANITARY SEWER EASEMENT**  
City of Wichita Project No. 468-84914  
Rees Alliance, LLC

**PEC** PROFESSIONAL ENGINEERS CONSULTANTS P.A.  
301 SOUTH TRIPLE A, WICHITA, KS 67202  
316-262-2287 WINDERMERE.L2011



City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Golf Course Pro Shop Sales Services (Districts I, III, IV and VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Approve the contracts.

**Background:** The City currently operates five municipal golf courses. City staff performs all the maintenance functions at these courses. The Department of Park and Recreation manages clubhouse activities and retains City-employed Professional Golf Association certified golf professionals at the five golf courses. These agreements are with the golf professionals as lessees for pro shop sales services separate from their employment.

**Analysis:** The intent of the Department of Park and Recreation is to have the lessees responsible for stocking all golf-related sale items at these facilities. This removes all City liability for golf apparel and equipment and eliminates the need for inventory expenditure costs. Lessees will lease floor space at the clubhouses for five percent of their gross sales including lessons. The proposed agreement includes a 36-month term.

**Financial Considerations:** Based on past performance, these agreements will provide estimated additional revenue to the City of \$12,000 annually, or \$36,000 over the 36-month term.

**Legal Considerations:** The Law Department has reviewed and approved these contracts as to form.

**Recommendation/Action:** It is recommended that the City Council approve the contracts and authorize all necessary signatures.

**Attachments:** Contracts.

AGREEMENT  
FOR  
GOLF COURSE PRO SHOP SALES SERVICES  
AT  
MACDONALD GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2015, between the City of Wichita, Kansas (hereinafter referred to as "City") and Thomas Monahan (hereinafter referred to as Lessee) pertaining to the MACDONALD GOLF COURSE PRO SHOP, 840 N Yale, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2015 to December 31, 2017.
2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.
5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.
6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.
8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.
9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 100% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports

inaccurate, the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.
11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:
  - (a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than \$500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.
  - (b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.
  - (c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

- (d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon sixty (60) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2015, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.
15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part.
16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:

Mr. Troy Hendricks  
 Golf Course Manager  
 City Hall 455 N Main  
 Wichita, KS 67202

Lessee:

Mr. Thomas Monahan  
 MacDonald Golf Course  
 840 N Yale  
 Wichita, KS 67208

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.
18. 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 Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

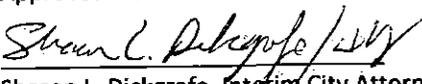
CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to Form:  
  
\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

By \_\_\_\_\_  
Thomas Monahan, "Lessee"

AGREEMENT  
FOR  
GOLF COURSE PRO SHOP SALES SERVICES  
AT  
AUBURN HILLS GOLF COURSE

THIS AGREEMENT made and entered into March 1, 2015, between the City of Wichita, Kansas (hereinafter referred to as "City") and Michael Solomon (hereinafter referred to as Lessee) pertaining to the AUBURN HILLS GOLF COURSE PRO SHOP, 443 S 135 St W, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from March 1, 2015 to December 31, 2017.
2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.
5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.
6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.
8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.
9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 100% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports

inaccurate, the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.
11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:
  - (a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than \$500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.
  - (b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.
  - (c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

- (d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon sixty (60) days' written notice to the other.

14. **Buy Out.** At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2015, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.
15. **Assignment.** This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part.
16. **Notice.** All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

**City:**

Mr. Troy Hendricks  
 Golf Course Manager  
 City Hall 455 N Main  
 Wichita, KS 67202

**Lessee:**

Mr. Michael Solomon  
 Auburn Hills Golf Course  
 443 S 135<sup>th</sup> St W  
 Wichita, KS 67235

17. **Nondiscrimination.** Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.
18. **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 Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to Form: \_\_\_\_\_  
  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

By \_\_\_\_\_  
Michael Solomon, "Lessee"

**AGREEMENT**  
**FOR**  
**GOLF COURSE PRO SHOP SALES SERVICES**  
**AT**  
**SIM PARK GOLF COURSE**

THIS AGREEMENT made and entered into April 13, 2015, between the City of Wichita, Kansas (hereinafter referred to as "City") and Scot Weller (hereinafter referred to as Lessee) pertaining to the SIM PARK GOLF COURSE PRO SHOP, 2020 W Murdock, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from April 13, 2015 to December 31, 2017.
2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.
5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.
6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City; as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions: Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 100% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports

inaccurate, the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.
11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:
  - (a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than \$500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.
  - (b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.
  - (c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

- (d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon sixty (60) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2015, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.
15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part.
16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:

Mr. Troy Hendricks  
 Golf Course Manager  
 City Hall 455 N Main  
 Wichita, KS 67202

Lessee:

Mr. Scot Weller  
 Sim Park Golf Course  
 2020 W Murdock  
 Wichita, KS 67203

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.
18. 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 Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

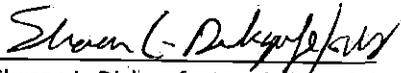
CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to Form: \_\_\_\_\_  
  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

By \_\_\_\_\_  
Scot Weller, "Lessee"

AGREEMENT  
FOR  
GOLF COURSE PRO SHOP SALES SERVICES  
AT  
TEX CONSOLVER GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2015, between the City of Wichita, Kansas (hereinafter referred to as "City") and Steven Blaske (hereinafter referred to as Lessee) pertaining to the TEX CONSOLVER GOLF COURSE PRO SHOP, 1931 S Tyler, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2015 to December 31, 2017.
2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.
5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.
6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.
8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.
9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 100% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports

inaccurate, the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.
11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:
  - (a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than \$500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.
  - (b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.
  - (c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

- (d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon sixty (60) days' written notice to the other.

14. **Buy Out.** At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2015, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.
15. **Assignment.** This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part.
16. **Notice.** All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

**City:**

Mr. Troy Hendricks  
 Golf Course Manager  
 City Hall 455 N Main  
 Wichita, KS 67202

**Lessee:**

Mr. Steven Blaske  
 Tex Consolver Golf Course  
 1931 S Tyler Rd  
 Wichita, KS 67209

17. **Nondiscrimination.** Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.
18. **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 Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

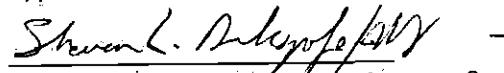
By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

By \_\_\_\_\_  
Steven Blaske, "Lessee"

AGREEMENT  
FOR  
GOLF COURSE PRO SHOP SALES SERVICES  
AT  
LW CLAPP GOLF COURSE

THIS AGREEMENT made and entered into April 13, 2015, between the City of Wichita, Kansas (hereinafter referred to as "City") and Brian Keith Gunter (hereinafter referred to as Lessee) pertaining to the LW CLAPP GOLF COURSE PRO SHOP, 4611 E. Harry, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from April 13, 2015 to December 31, 2017.
2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.
5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.
6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.
8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.
9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 100% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports

inaccurate, the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.
11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:
  - (a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than \$500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.
  - (b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.
  - (c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

- (d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

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16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:

Mr. Troy Hendricks  
 Golf Course Manager  
 City Hall 455 N Main  
 Wichita, KS 67202

Lessee:

Mr. Brian Keith Gunter  
 LW Clapp Golf Course  
 4611 E Harry  
 Wichita, KS 67218

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.
18. 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 Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_

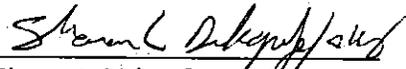
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

By \_\_\_\_\_

Brian Keith Gunter, "Lessee"

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** Approval of a Cathodic Protection Permit in the 9000 Block of E. Kellogg (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the permit.

**Background:** The City has received a request from Kansas Gas Service, a division of ONE Gas, Inc. (KGS) to place a cathodic protection array on a City-owned parcel located west of Webb Road and north of Kellogg. KGS has an existing array on the south side of Kellogg. The Kellogg/Webb interchange project will sever access to this array. The array is to protect a pipe line owned by KGS, from ionization. The array consists of several metal rods buried beneath the surface and connected to the pipeline by wires. The tract being utilized is at the rear of a larger assemblage owned by the City in the 9000 block of E. Kellogg.

**Analysis:** All portions of the array on City property will be below the surface of the ground. KGS is required to move the array at its cost if future plans for the site so require. The array will underlay a dedicated access easement which cannot be developed due to the dedication. Engineering has reviewed the placement of the array and has no issues.

**Financial Considerations:** There is no financial impact to the City.

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

**Recommendation/Action:** It is recommended that the City Council approve the permit and authorize all necessary signatures.

**Attachments:** Permit and aerial.

## PERMIT FOR CATHODIC PROTECTION SYSTEM

1) THIS PERMIT made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Wichita, Kansas, a municipal corporation herein referred to as "Grantors", successor and assigns and Kansas Gas Service, a division of ONE Gas, Inc. herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of \_\_\_\_\_ Dollar and Zero Cents (\$\_\_\_\_\_) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Grantee, its successors, assigns and lessees, the right, privilege and permit to lay, construct, install, renew, operate and maintain under varying conditions of operation, inspect, alter, repair, and remove a cathodic protection system consisting of a ground bed and cables, together with the necessary appurtenances. Said cathodic protection system shall be located in, under, upon, across, over and through certain lands owned by the Grantor situated in Sedgwick County, State of Kansas, and specifically described as follows:

Attached as Exhibit B

(As built metes and bounds legal description of the cathodic protection system location to be verified, inserted and identified as Exhibit A upon completion of Grantee post-construction survey. Grantee approximate pre-construction location of said cathodic protection system location identified on Exhibit B attached hereto).

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access, Grantee shall, whenever practicable, use existing roads or lanes.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described area after cathodic protection system is in place with the exception of sidewalks, utilities, utilities appurtenances and road right-of-way appurtenances without prior approval and written consent of Grantee. Additionally, Grantor shall not change the topography of the terrain over the cathodic protection system without the prior approval and written consent of the Grantee. However, the granting of this permit shall not be construed to prohibit the Grantor from developing constructing, operating, repairing and maintaining any adjoining property, and Grantor reserves to itself the right to cross, traverse or otherwise occupy the above described area with the present use(s) together with appurtenant facilities and supporting structures in a manner which will not interfere with this Permit and operation. If Grantor provides development plans that are of such a nature that Grantee cannot grant approval for development compatible with the cathodic protection system, Grantee will abandon the cathodic protection system and install, if Grantee deems such as necessary, another cathodic protection system, at its own expense, to a location not in conflict with the proposed development. Grantee shall have nine months from the date Grantor provides the development plans to abandon its facilities if the development plans are incompatible with the cathodic protection system. In such case, Grantor will work in good faith with Grantee to provide a mutually agreeable location and like kind agreement where Grantee can install another cathodic protection system on Grantor's lands at no additional cost.

The Grantee hereby agrees to restore said permit surface area to its original condition, as nearly as practical for any and all areas disturbed by work performed by Grantee and said work shall be performed in a workman like manner immediately following any disturbance to the permit area.

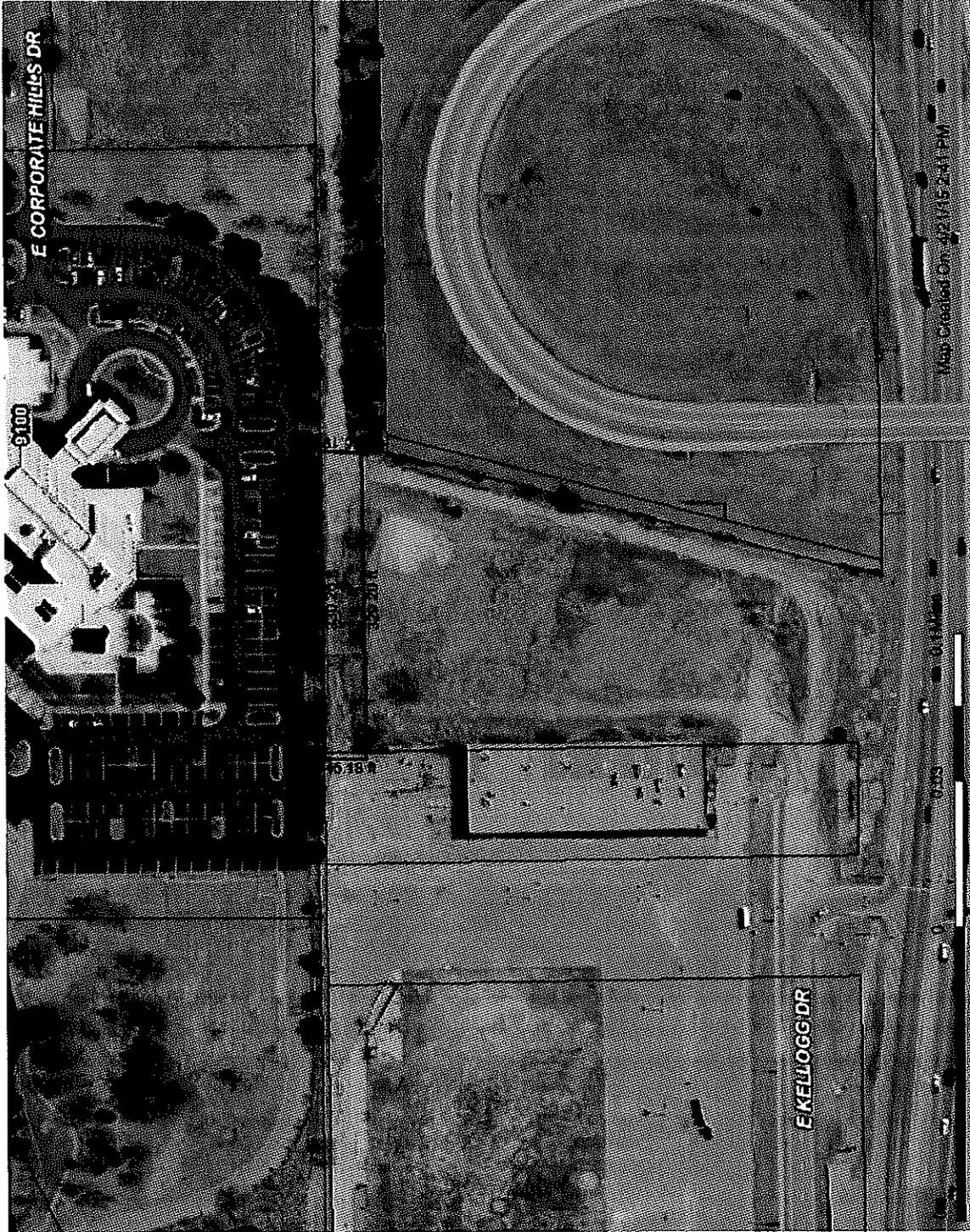


Exhibit B:

The north 45 feet of Lot 1, Kelway 2<sup>nd</sup> Addition to Wichita, Sedgwick County,  
Kansas



# Cathodic Array Location



Map Created On: 12/15/15 2:41 PM

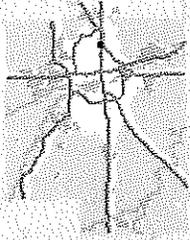
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,896



## Legend

Parcels



**City of Wichita  
City Council Meeting  
May 19, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Bicycle Enhancement Projects (Districts I, II, IV, V, and VI)

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

**AGENDA:** Consent

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**Recommendations:** Approve the revised budgets and adopt the amending resolution.

**Background:** On August 19, 2014, the City Council approved construction budgets for the following eight bicycle enhancement projects:

- **First and Second Streets:** on-street bicycle lanes on First and Second Streets from Grove to Seneca, which will continue the existing bicycle lanes at Grove west through downtown.
- **Market and Topeka:** on-street bicycle lanes on Market and Topeka from Kellogg to 21<sup>st</sup> Street North, providing a designated north-south bicycle route through the downtown area.
- **Woodchuck Bicycle Boulevard:** shared lane markings between Ridge and Tyler, providing a north-south route through the residential neighborhoods connecting Sedgwick County Park to University Avenue south of Maple.
- **Armour Bicycle Boulevard:** shared lane markings between Rock and Woodlawn, providing a north-south route from the K-96 path near 32<sup>nd</sup> Street and Woodlawn, to the Gypsum Creek Path near Towne East Mall.
- **Green Street from Wichita State University (WSU) to I-135 Path Connection (Phase 1):** shared lane markings from the pedestrian crosswalk over I-135 at Ash and Rivera, north to the Third Street path at Third and Volutsia, providing a designated route in the southeast part of Wichita. Future phases of the project will continue the route to WSU.
- **Sycamore Street:** shared lane markings from Sycamore, south of Douglas, continuing southwest to Orient and Glenn.
- **Redbud Multi-Use Path (MUP) from Oliver to Woodlawn:** continuation of the existing Redbud MUP for an additional mile to the east, between Oliver and Woodlawn.
- **Delano Douglas Avenue Bicycle Parking:** 24 bicycle racks as part of the Delano-West Douglas Bicycle Parking Plan.

**Analysis:** On October 3, 2014, December 5, 2014, and January 16, 2015, four of the eight projects were bid for construction, with two projects being bid on October 3, 2014. Bids received for two of the four projects exceeded the estimate. Based on the initial bid activity, staff recommends revising the project budgets as described below.

**Financial Considerations:** The revised estimated cost of construction and City staff oversight and administration is \$3,621,610, not including the \$444,740 paid in design fees. The approved budget for all eight projects is \$3,250,668; not including the \$365,002 in Community Transportation Grant (CTG) funding that was used for design work. The existing budget is federally funded by the Transportation Enhancement (TE) and Transportation Alternatives (TA) programs, as well as general obligation (GO) at-large bonds of the City.

The 2015-2024 Proposed Capital Improvement Program includes GO at-large bond funding of \$500,000 in 2015 for bicycle enhancement projects. This additional funding will bring the revised budget to \$3,750,668.

The existing budgets and proposed additions are as follows:

Project	Previously Approved Funding		Proposed Additional GO Funding	Total Revised Budget
	GO	TE/TA		
First and Second	\$220,700	\$342,279	\$188,041	\$751,020
Market and Topeka	\$130,040	\$382,452	\$159,000	\$671,492
Woodchuck	\$266,415	\$523,618	\$(40,000)	\$750,033
Armour	\$139,275	\$493,403	\$190,000	\$822,678
Green Street WSU to I-135	\$53,630	\$116,222	\$(15,000)	\$154,852
Sycamore	\$38,390	\$43,111	\$17,959	\$99,460
Redbud MUP	\$112,500	\$337,500	None	\$450,000
Delano Douglas	\$4,050	\$12,083	None	\$16,133
Mt. Vernon Street	\$35,000	None	None	\$35,000
Sub-totals	\$1,000,000	\$2,250,668	\$500,000	
Resolution Total	\$3,250,668			\$3,750,668

CTG funding used for design work is not shown

**Legal Considerations:** The amending resolution has been reviewed and approved as to form by the Law Department.

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

**Attachments:** Amending resolution and budget sheets.

**RESOLUTION NO. 15-137**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-175 AND RESOLUTION NO. 14-234 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, , pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 13-175** and **Resolution No. 14-234** of the City (the “Prior Resolution”), authorized the following described public improvements:

Design and construction of on-street bicycle facility improvements and related appurtenances along 1st and 2nd streets (472-85108); Market and Topeka (472-85109); Woodchuck Bicycle Boulevard (472-85110); Armour Bicycle Boulevard (472-85111); Green Street, from Wichita State University to I-135 Path Connection (472-85112); Sycamore Street (472-85113); Mount Vernon Street (472-85114); the Continuation of the Redbud Multi-Purpose Path from Oliver to Woodlawn (472-85117); and Douglas Avenue (472-85170)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Amendment.** *Section 1* of the Prior **Resolution No. 14-234** is hereby amended to read as follows:

**Section 1. Amendment.** **Section 1of Resolution No. 13-175** is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$3,750,668** in accordance with specifications prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** *Section 1* of the **Resolution No. 14-134** is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the September 17, 2013, adopted of Resolution No. 13-175, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the August 19, 2014, adoption of Resolution No. 14-234, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution,** to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 19, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85108

COUNCIL DISTRICT: 13 Council Districts 1, 6    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 01    PROJECT DETAIL DESCRIPTION: 1st & 2nd Street On-Street Bike Lanes

OCA #: 707051    OCA TITLE: 1st & 2nd Street On-Street Bike Lanes

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$220,700.00	\$188,041.00	\$408,741.00
8000 Federal	\$342,279.00		\$342,279.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$562,979.00	\$188,041.00	\$751,020.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$562,979.00	\$188,041.00	\$751,020.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$562,979.00	\$188,041.00	\$751,020.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: 

DATE: 04/29/15

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: 

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85109

COUNCIL DISTRICT: 20 Council Districts 3, 6    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 02    PROJECT DETAIL DESCRIPTION: Market & Topeka On-Street Bike Lanes

OCA #: 707052    OCA TITLE: Market & Topeka On-Street Bike Lanes

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$130,040.00	\$159,000.00	\$289,040.00
8000 Federal	\$382,452.00	\$0.00	\$382,452.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$512,492.00	\$159,000.00	\$671,492.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$512,492.00	\$159,000.00	\$671,492.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$512,492.00	\$159,000.00	\$671,492.00

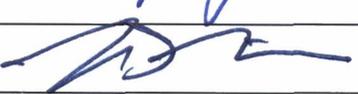
NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: 

DATE: 09/29/15

DEPARTMENT HEAD: 

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE # \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85110

COUNCIL DISTRICT: 21 Council Districts 4, 5    DATE COUNCIL APPROVED: 05/19/2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 03    PROJECT DETAIL DESCRIPTION: Woodchuck Bicycle Boulevard

OCA #: 707053    OCA TITLE: Woodchuck Bicycle Boulevard

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$266,415.00	(\$40,000.00)	\$226,415.00
8000 Federal	\$523,618.00	\$0.00	\$523,618.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$790,033.00	(\$40,000.00)	\$750,033.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$790,033.00	(\$40,000.00)	\$750,033.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$790,033.00	(\$40,000.00)	\$750,033.00

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD:   
 DEPARTMENT HEAD:   
 BUDGET OFFICER: \_\_\_\_\_  
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 04/29/15  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

ENGINEERING REFERENCE #: 472-85111

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 09 Council Districts 1, 2    DATE COUNCIL APPROVED: 05/19/2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 04    PROJECT DETAIL DESCRIPTION: Armour Bicycle Boulevard

OCA #: 707054    OCA TITLE: Armour Bicycle Boulevard

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9720 G.O. Bonds</u>	\$139,275.00	\$190,000.00	\$329,275.00
<u>8000 Federal</u>	\$493,403.00	\$0.00	\$493,403.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$632,678.00	\$190,000.00	\$822,678.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$632,678.00	\$190,000.00	\$822,678.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$632,678.00	\$190,000.00	\$822,678.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD:     DATE: 04/29/15

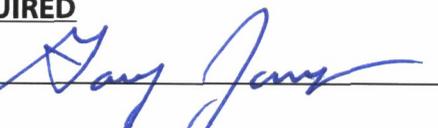
DEPARTMENT HEAD: \_\_\_\_\_    DATE: \_\_\_\_\_

BUDGET OFFICER:     DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_    DATE: \_\_\_\_\_

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD:     DATE: 04/29/15

DEPARTMENT HEAD: \_\_\_\_\_    DATE: \_\_\_\_\_

BUDGET OFFICER:     DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_    DATE: \_\_\_\_\_

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85112

COUNCIL DISTRICT: 01 Council District 1    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 05    PROJECT DETAIL DESCRIPTION: Green St, WSU, I-135 Path Connection

OCA #: 707055    OCA TITLE: Green St, WSU, I-135 Path Connection

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

NEW BUDGET     REVISED BUDGET

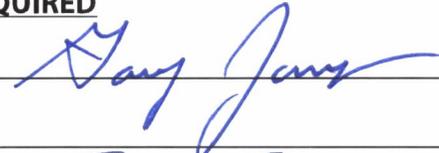
Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9720 G.O. Bonds</u>	\$53,630.00	(\$15,000.00)	\$38,630.00
<u>8000 Federal</u>	\$116,222.00	\$0.00	\$116,222.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$169,852.00	(\$15,000.00)	\$154,852.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$169,852.00	(\$15,000.00)	\$154,852.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$169,852.00	(\$15,000.00)	\$154,852.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: 

DATE: 04/29/15

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: 

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities    DIVISION: Engineering    RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85113

COUNCIL DISTRICT: 04 Council District 4    DATE COUNCIL APPROVED: May 19, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211516    PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 06    PROJECT DETAIL DESCRIPTION: Sycamore Shared Lane Markings

OCA #: 707056    OCA TITLE: Sycamore Shared Lane Markings

PERSON COMPLETING FORM: Jennifer Peterson    PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman    PHONE #: 268-4393

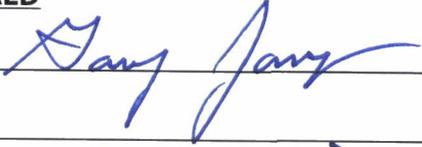
NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$38,390.00	\$17,959.00	\$56,349.00
8000 Federal	\$43,111.00	\$0.00	\$43,111.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$81,501.00	\$17,959.00	\$99,460.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$81,501.00	\$17,959.00	\$99,460.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$81,501.00</b>	<b>\$17,959.00</b>	<b>\$99,460.00</b>

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD:   
 DEPARTMENT HEAD: \_\_\_\_\_  
 BUDGET OFFICER:   
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 04/29/15  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council Members  
**SUBJECT:** Disposition of Weapons  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

---

**Recommendation:** Receive and file the report.

**Background:** The Police Department has requested authorization to sell several weapons which have been confiscated in connection with criminal activity but are no longer needed as evidence.

**Analysis:** The Kansas Statutes require that weapons seized in connection with criminal activity shall be forfeited to the seizing law enforcement agency and disposed of by sale, trade or use within the agency. Only firearms used in the commission of a homicide or those that cannot be sold or further used because of the condition of the weapon may be destroyed. The Wichita Police Department has several forfeited firearms in its possession that are eligible to be sold. The City Code requires that all transactions involving weapon disposal must have prior approval of the City Manager and are subject to the City Council's review. A list of weapons being sold has been provided (attached hereto as Exhibit A) and includes 26 long guns and 87 handguns. As required by state law, the sale of these guns must be to a federally licensed firearms dealer and will be witnessed and monitored by staff.

**Financial Considerations:** K.S.A. 22-2512(e) requires that proceeds from the sale of forfeited firearms shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department.

**Legal Considerations:** Upon review by the City Council, the necessary court documents will be prepared to proceed with sale of the listed weapons.

**Recommendations/Actions:** It is recommended that the City Council receive and file the list of weapons.

**Attachment:** List of weapons to be sold.



**Police Department**

APRIL 2015 AUCTION

HANDGUNS

• City Hall 455 North Main Wichita, Kansas 67202-1684

[www.wichitapolice.com](http://www.wichitapolice.com)

400

Exhibit "A"



APRIL 2015  
AUCTION  
HANDGUNS

Manifest # (see manifest cover sheet): \_\_\_\_\_

Manifest Page #: \_\_\_\_\_

Pickup Date: \_\_\_\_\_

Received From (please print legibly): \_\_\_\_\_

Driver Signature: \_\_\_\_\_

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		GLOCK	23	AFB391	PI	.40 CAL	10C81579
2		BRYCO	JENNINGS 9 CA	1658238	PI	9MM	10C81671
3		STERLING	302	071248	PI	.25 CAL	10C82038
4		RUGER	SECURITY SIX	15935163	PR	.357 CAL	10C82648
5		RUGER	P90	66086671	PI	.45 CAL	10C82860
6		RAVEN ARMS	MP-25	1300184	PI	.25 CAL	10C83117
7		INTRATEC	TEC-22	055606	PI	.22 CAL	10C83139
8		COBRA	FS380	FS048336	PI	.380 CAL	10C83212
9		AMT	BACK UP	A84729	PI	.380 CAL	10C84383
10		GLOCK	21	NPN280	PI	.45 CAL	10C84493
11		HI POINT	C9	P1388776	PI	9MM	10C84912

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		HIGH STANDARD	SENTINEL DELUXE	834154	PR	.22 CAL	11C7881
13		RUGER	LCP	37164161	PI	.380 CAL	10C46007
14		INTRATEC	AB-10	A034643	PI	9MM	10C85620
15		RAVEN ARMS	MP-25	767145	PI	.25 CAL	10C86992
16		COLT	COLT AUTOMATIC	OD74534	PI	.25 CAL	10C86992
17		BERSA	THUNDER 380	694250	PI	.380 CAL	10C87306
18		RUGER	P89	30732092	PI	9MM	10C87495
19		BERSA	THUNDER 380	415793	PI	.380 CAL	10C85620
20		BERETTA	21A	DAA463597	PI	.22 CAL	10C86012
21		JIMENEZ ARMS	J.A. 22	1122862	PI	.22 CAL	10C87866
22		LORCIN	L380	477703	PI	.380 CAL	10C87969
23		HI POINT	JCP	X740767	PI	.40 CAL	10C88313
24		HI POINT	C9	P1486877	PI	9MM	10C88433

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		HI POINT	JHP	X4126136	PI	.45 CAL	10C89724
26		INTRATEC	AB-10	A032817	PI	9MM	10C89588
27		LORCIN	L380	LE2344	PI	.380 CAL	10C89588
28		LIBERTY	MUSTANG 66	1B210564	PR	.22 CAL	10C90705
29		TAURUS	PT 24/7 PRO	SZB87602	PI	.40 CAL	10C90821
30		HI POINT	JHP	X483638	PI	.45 CAL	10C91139
31		BERETTA	92FS	BER084440Z	PI	9MM	10C91584
32		SMITH & WESSON	34-1	101970	PR	.22 CAL	10C91675
33		COLT	1911	2743076	PI	.45 CAL	10C92513
34		COLT	FRONTIERSCOUT62	18073P	PR	.22 CAL	11C937
35		RUGER	P89	30556454	PI	9MM	11C678
36		WALTHER	P99	460626	PI	.40 CAL	10C87948
37		TAURUS	PT 24/7 PRO	NAS31433	PI	.45 CAL	11C2856

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38		GLOCK	22	CAR924	PI	.40 CAL	11C4294
39		TAURUS	PT 111 PRO	TZH91927	PI	9MM	11C4337
40		BRYCO	25	1219843	PI	.25 CAL	11C4545
41		RG	RG26	U069215	PI	.25 CAL	11C5131
42		HI POINT	JCP	X795888	PI	.40 CAL	11C5177
43		RG	RG23	251571	PR	.22 CAL	11C5444
44		COLT	FRONTIER SCOUT	3721GS	PR	.22 CAL	11C6074
45		CZ	CZ100	B7017	PI	.40 CAL	11C6074
46		TAURUS	PT 140 PRO	SZF47175	PI	.40 CAL	11C6331
47		ROHM	RG38	100440	PR	.38 C	11C6945
48		HI POINT	JHP	X480985	PI	.45 CAL	11C6945
49		SMITH & WESSON		S828962	PR	.38 CAL	11C7128
50		SMITH & WESSON	SW40VE	DSL5296	PI	.40 CAL	11C7537
51		SMITH & WESSON	SW40VE	DVN7411	PI	.40 CAL	11C7991

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
52		AMT	BACK UP	E09880	PI	.380 CAL	11C8841
53		PHOENIX ARMS	RAVEN	3120795	PI	.25 CAL	11C9328
54		H&R	922	AL63170	PR	.22 CAL	11C9328
55		GLOCK	23	KST055	PI	.40 CAL	11C9371
56		H&R	949	AU120969	PR	.22 CAL	11C9716
57		CHARTER 2000	UNDERCOVER	58434	PR	.38 CAL	11C9786
58		DAVIS INDUSTRIES	P380	AP383569	PI	.380 CAL	11C10550
59		DAVIS INDUSTRIES	P380	AP217932	PI	.380 CAL	11C11052
60		COBRA	FS380	FS034676	PI	.380 CAL	11C11313
61		SPRINGFIELD	XD-45	US587506	PI	.45 CAL	11C10842
62		JIMENEZ ARMS	JA NINE	115141	PI	9MM	11C12258
63		JENNINGS	J22	678273	PI	.22 CAL	11C12453
64		DAVIS INDUSTRIES	P380	AP400019	PI	.380 CAL	11C13198

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
65		JIMENEZ ARMS	J.A. NINE	036322	PI	9MM	11C13538
66		PHOENIX ARMS	HP22A	4293159	PI	.22 CAL	11C13733
67		AMT	BACK UP	A19364	PI	9MM	11C14105
68		PHOENIX ARMS	RAVEN	3071999	PI	.25 CAL	11C15982
69		LORCIN	L380	439069	PI	.380 CAL	11C15997
70		RUGER	MARK 2	22112595	PI	.22 CAL	11C16998
71							
72		FIE	TITAN	D863286	PI	.25 CAL	11C17965
73		RUGER	MARK 2	22152019	PI	.22 CAL	11C17111
74							
75		RUGER	P95	112185776	PI	9MM	11C18449
76		HI POINT	CF380	P8039570	PI	.380 CAL	11C18728
77		COBRA	FS380	FS050110	PI	.380 CAL	11C18937

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
78		HI POINT	C9	P1241331	PI	9MM	11C18960
79		HI POINT	JCP	X7128720	PI	.40 CAL	11C19319
80		COBRA	FS380	FS035668	PI	.380 CAL	11C19820
81		SMITH & WESSON	SW9VE	DSK3368	PI	9MM	11C19894
82		HI POINT	JCP	X786683	PI	.40 CAL	11C20201
83		FIE	TITAN	A65079	PI	.25 CAL	11C20323
84		COBRA	FS380	FS023089	PI	.380 CAL	11C20547
85		RAVEN ARMS	P-25	311000	PI	.25 CAL	11C20547
86		HI POINT	C9	P1362427	PI	9MM	11C20569
87		RAVEN ARMS	MP-25	897628	PI	.25 CAL	11C20866
88							
89							
90							



**Police Department**

**APRIL 2015 AUCTION**

**LONG GUNS**

• City Hall 455 North Main Wichita, Kansas 67202-1684

[www.wichitapolice.com](http://www.wichitapolice.com)

408

APRIL 2015  
AUCTION  
LONG GUNS

Manifest # (see manifest cover sheet): \_\_\_\_\_

Manifest Page #: \_\_\_\_\_

Pickup Date: \_\_\_\_\_

Received From (please print legibly): \_\_\_\_\_

Driver Signature: \_\_\_\_\_

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		WESTERN FIELD	M550CL	H444016	SP	20 GAUGE	10C84789
2		ROSSI	M2022	SP482399	SS/RS (COMBO)	20 GAUGE/.22 CAL	10C78182
3		REMINGTON	THE SPORTSMAN	7130	SI	20 GAUGE	10C85949
4		SPRINGFIELD	187J		RI	.22 CAL	11C6945
5		MOSSBERG	500A	L379814	SP	12 GAUGE	11C3442
6		GLENFIELD	60	24377836	RI	.22 CAL	11C836
7		SPRINGFIELD	15		RS	.22 CAL	11C3829
8		MAVERICK	88	MV13024P	SP	12 GAUGE	11C3788
9		REMINGTON	650-1		RI	.22 CAL	11C6182
10		MOSSBERG	930	AF001638	SI	12 GAUGE	11C6568
11		SAVAGE	MARK II	0143487	RI	.22 CAL	11C7014

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		HIGH STANDARD	FIELD CLASSIC		SP	12 GAUGE	11C7014
13		STEVENS	820B		SP	12 GAUGE	10C91762
14		OLYMPIC ARMS	MFR	CH0226	RI	5.56MM	10C74277
15		HI POINT	995	B67514	RI	9MM	10C53859
16		SUPERIOR ARMS	S-15	11071	RI	5.56MM	10C55193
17		REMINGTON	870 WINGMASTER	T856675V	SP	12 GAUGE	11C7275
18		REMINGTON	522 VIPER	3069441	RI	.22 CAL	11C10842
19		CVA	ECLIPSE	611315644701	RU	.50 CAL	11C10842
20		BROWNING	LIGHT TWELVE	298995	SI	12 GAUGE	11C10842
21		FEDERAL ARMS CORP	FA91	010382	RI	.308 CAL	11C10842
22		ROSSI	S411220YS	SR101803	SS	.410 CAL	11C13733
23		REMINGTON	870 EXPRESS MAG	C304528M	SP	12 GAUGE	11C14142
24		WINCHESTER	12	941457	SP	20 GAUGE	11C16882

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		MARLIN	917V	93608368	RI	.17 CAL	11C15982
26		STEVENS	311 SERIES H	B526945	SE	12 GAUGE	11C18059
27							
28							
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City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Amendment to Housing Development Loan Program Funding Agreement, Wichita Habitat for Humanity, Inc. (District I)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment providing for the change in addresses of the HOME-assisted units, and authorize the necessary signatures.

**Background:** On February 10, 2015, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding for Wichita Habitat for Humanity, Inc. (Wichita Habitat), in the amount of \$140,502. Funding was designated to subsidize development and construction of two single-family homes within the 1200 block of North Poplar, and four single-family homes within the 1200 block of North Green. Upon completion of construction, the homes are to be sold to income-eligible, owner-occupant homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program. The funding is in the form of zero-interest, forgivable development subsidy loans.

**Analysis:** The Wichita Area Builders Association has offered to donate labor and materials to build a home previously designated for HOME Program development subsidy, at 1237 N. Green. Wichita Habitat has requested an amendment of the HDLP funding agreement in order to utilize the HOME funding at another address, 1222 N. Green, which was not previously designated for HOME Program development subsidy. In addition, the amendment to the funding agreement will include adjustment of the site address of another HOME Program subsidized unit from 1207 N. Green to 1205 N. Green. Although the actual site is not changing, the site address was adjusted by the Metropolitan Area Building and Construction Department (MABCD) when the building permit was obtained. A total of six single-family homes will be developed per the original funding agreement, following amendment of the HDLP funding agreement.

**Financial Considerations:** No additional funding has been requested. The amount of HOME funding to be provided will not change.

**Legal Considerations:** The Law Department has reviewed and approved the amendment to the funding agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment providing for the change in addresses of the HOME-assisted units, and authorize the necessary signatures.

**Attachments:** Amendment to funding agreement.

**AMENDMENT TO FUNDING AGREEMENT**

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A  
**PARTICIPATING JURISDICTION**

And

**Wichita Habitat for Humanity, Inc.**

**A Non-Profit Housing Developer**

HOME Investment Partnerships Program

2014 Housing Development Loan Program

City of Wichita  
Housing and Community Services Department  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

This contract amendment is entered into May 19, 2015 and dated to be effective May 19, 2015, between the City of Wichita (hereinafter referred to as “the City”) and Wichita Habitat for Humanity, Inc., a non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated February 10, 2015, and effective the date executed by the Mayor of the City of Wichita, February 10, 2015, in the amount of \$140,502, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective February 10, 2015 and executed February 10, 2015, and the intent of this amendment, entered into May 19, 2015 and dated to be effective May 19, 2015, hereby agree, covenant, and contract with each other that, effective May 19, 2015, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

(The remainder of this page intentionally left blank.)

Wichita Habitat for Humanity, Inc

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA**

By \_\_\_\_\_

Jeff Longwell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Jennifer Magana  
Director of Law and City Attorney

\_\_\_\_\_  
Date

**PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES**

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$140,502 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1227 N. Poplar, Wichita, Kansas

1255 N. Poplar, Wichita, Kansas

1222 N. Green, Wichita, Kansas

1201 N. Green, Wichita, Kansas

1205 N. Green, Wichita, Kansas

1241 N. Green, Wichita, Kansas

A single-family home is to be constructed on each site. Each single-family home must be sold to an income-eligible owner-occupant buyer. If a single-family home is not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Units with Single-Car Garage: \$82,000

3-Bedroom, 1-Bathroom Units, with Single-Car Garage: \$76,000

2-Bedroom, 1-Bathroom Units, with Single-Car Garage: \$70,000

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

**24 CFR 92.250**, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

**24 CFR 92.251**, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

**24 CFR 92.254(a)(2)(iii)**, Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Community Housing Development Organization Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment providing for change of address of a HOME-assisted unit and additional funding, and authorize the necessary signatures.

**Background:** On May 6, 2014, the City Council approved final funding allocations for the 2014-2015 First Program Year Action Plan, which included \$186,900 in HOME Investment Partnerships Program (HOME) funding for Mennonite Housing Rehabilitation Services, Inc. (MHRS). The funding was provided as part of the City's Community Housing Development Organization (CHDO) set aside and was designated to subsidize development and construction of four single-family homes within the City's Neighborhood Revitalization Areas. Upon completion of construction, the homes are to be sold to income-eligible, owner-occupant homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program. The funding is in the form of zero-interest, forgivable development subsidy loans.

**Analysis:** One of the homes in the original MHRS proposal was to be constructed at 2852 N. Mascot. However, the title search obtained for acquisition of the site revealed an issue which cannot be resolved in a timely manner, related to transfer of ownership. Therefore, the organization has requested substitution of another site located at approximately 1220 N. Indiana. Although the new site is eligible, the environmental review revealed the exterior noise levels to be in excess of 65 decibels, which is above the U.S. Department of Housing and Urban Development (HUD) limit. The primary noise source is Interstate 135. In order to construct a single-family project at the site changes must be made to construction materials so that the house meets the current Energy Star standard with noise levels less than 45 decibels. An architect will make additional inspections in order to verify compliance. The cost of these changes has made it necessary to amend the funding agreement to increase the development subsidy loan for the Indiana site, in addition to changing the address of one of the HOME-assisted units.

**Financial Considerations:** The cost of the required modifications for the Indiana site will increase the funding agreement by \$7,619, to \$194,519. The additional funding will be provided from unallocated CHDO set-aside funding from the 2014 HOME grant.

**Legal Considerations:** The Law Department has reviewed and approved the amendment to the funding agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment providing for change of address of one HOME-assisted unit and additional funding, and authorize the necessary signatures.

**Attachments:** Amendment to the funding agreement.

**AMENDMENT TO FUNDING AGREEMENT**

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A  
**PARTICIPATING JURISDICTION**

And

**Mennonite Housing Rehabilitation Services, Inc.**

**A Community Housing Development Organization**

HOME Investment Partnerships Program

2014 CHDO Set-Aside Funding

City of Wichita  
Housing and Community Services Department  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

This contract amendment is entered into May 19, 2015 and dated to be effective May 19, 2015, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization, hereinafter referred to individually as the Developer.)

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated September 22, 2014, and effective the date executed by the Mayor of the City of Wichita, September 29, 2014 in the amount of \$186,900, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective September 29, 2014, and executed September 29, 2014 and the intent of this amendment, entered into May 19, 2015 and dated to be effective May 19, 2015, hereby agree, covenant, and contract with each other that, effective May 19, 2015, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

**SECTION 12. PAYMENTS.**

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$194,519 as referenced in Exhibit B. Contract payments above \$194,519 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

**SECTION 32. FEES.** The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.



**PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES**

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the **\$194,519.00** remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1573 N. Roosevelt, Wichita, Kansas,

2127 S. Washington, Wichita, Kansas,

3028 E. Maplewood, Wichita, Kansas,

Approximately 1220 N. Indiana, Wichita, Kansas, also known as PIN 122312,  
Geo Code B-03461

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

### III. Administration

The Developer's President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$194,519, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
  
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$194,519 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Initial Operating Reserves.)

\$194,519

TOTAL

\$194,519

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Initial Operating Reserves.)

\$194,519.00

TOTAL

\$194,519.00

**DEVELOPMENT BUDGET**

**Per Unit Cost (Prepare for One Unit-Average Projected Cost)**

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	117,554.75
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	2,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,000.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	127,554.75
(G) Plus: Developer Fee ( <u>  10  </u> % of (F))	12,565.00
(H) Total Per-Unit Cost (F + G)	140,119.75
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	91,490.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>48,629.75</b>

Number of Units to be Developed   4  

Total Amount of Funding Requested (Number of Units to be Developed   4   Project Subsidy Required Per Unit)   \$194,519.00  

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	300,000.00	Acquisition Costs	24,000.00
Subsidy Contribution (J)	.00	Project “Soft” Costs	8,000.00
HOME (Gap) Financing	194,519.00	Construction Costs	470,219.00
Repayment of Subsidy Loans	65,960.00	Site Improvements	8,000.00
		Developer Fee	50,260.00
<b>TOTAL</b>	<b>560,479.00</b>	<b>TOTAL</b>	<b>560,479.00</b>

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Purchase Option (Didcot, L.C.) (District II)  
**INITIATED BY:** Office of Urban Development  
**AGENDA:** Consent

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**Recommendation:** Adopt the Resolution and authorize the necessary signatures.

**Background:** On November 4, 2003, the City Council approved the issuance of Industrial Revenue Bonds (“IRBs”) in an amount not to exceed \$3,300,000, and a 100% five-plus-five year property tax exemption for Didcot, L.C. for the benefit of Mid-Continent Instruments. The funds were utilized to refund a 1997 bond issue and achieve an interest cost savings.

The City received notice from Didcot, L.C. of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property.

**Analysis:** Under the provisions of the IRB Lease between Didcot, L.C. (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been, or will be, paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant is paying off the bonds and can call them at this time. The early call of the bonds has been confirmed by the trustee.

**Financial Considerations:** The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

**Legal Considerations:** The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination and Release of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to Didcot, L.C. and authorize the necessary signatures.

**Attachments:** Resolution, Bill of Sale, Special Warranty Deed, Termination and Release of Lease

## 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 DIDCOT, L.C., a limited liability company organized under the laws of the State of Kansas (the "Grantee"), all of its interest in the following goods, equipment and chattels, viz:

- (a) (2) Machinery and Equipment. 2 Compressors, Vacuum Pump, 8 Work stations, 70 Production Lab Chairs, Break Room Furniture, Production File Room System, 80 Steel Shelving Units, 30 Pallet Racks, Telephone Equipment Additions, Office Furniture, 2 Paint Booths, Small Vent Booth, 6 Storage Cabinets, Flammable Paint Lockers, Pallet Jack, Floor Machine, Rotor Equipment Run in Fixtures, Safety Equipment (Fire Ext. etc.), Production Meeting Room Furniture, 130 Work Benches, Stock Room Mezzanine Equipment; and
- (b) All other machinery, equipment and any other personal property purchased or refinanced with the proceeds of the City of Wichita, Kansas, its Industrial Revenue Refunding Bonds (DIDCOT, L.C. Project), Series VII, 2003 in the aggregate principal amount of \$3,295,000 (the "2003 Bonds") and constituting the "Improvements" pursuant to the terms of a certain Lease Agreement dated November 1, 2003, by and between the Grantor and the Grantee

To have and to hold, all and singular, the said goods and chattels forever. And 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; (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 Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

*[Remainder of this 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 \_\_\_\_ day of May, 2015.

CITY OF WICHITA, KANSAS

[Seal]

By: \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this \_\_\_\_ day of March, 2015, before me, a notary public in and for said County and State, came Jeff Longwell, 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: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

**RESOLUTION NO. 15-138**

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED; BILL OF SALE AND TERMINATION AND RELEASE OF THE LEASE TO DIDCOT, L.C.; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT**

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the “Act”), the City of Wichita, Kansas (the “City”), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Refunding Bonds (DIDCOT, L.C. Project), Series VII, 2003 in the aggregate principal amount of \$3,295,000 (the “2003 Bonds”) for the purpose of refunding and redeeming on a current basis, those certain Industrial Revenue Bonds, Series IX-A, 1997 (DIDCOT, L.C.) in the original aggregate principal amount of \$3,900,000 for the purpose of providing funds to purchase a site and construct certain improvements thereon consisting of an aircraft instrument manufacturing facility located in the City of Wichita, Kansas (the “Series A, 1997 Project”) and those certain Industrial Revenue Bonds, Series IX-B, 1997 (DIDCOT, L.C.) in the original aggregate principal amount of \$300,000 for the purpose of providing funds to purchase, acquire and install certain machinery and equipment (the “Series IX-B Project”) (the Series IX-A Project and Series IX-B Project being hereinafter referred to as the “Project”); and

WHEREAS, pursuant to the Act, the City leased the Project to DIDCOT, L.C., a limited liability company organized under the laws of the State of Kansas (the “Tenant”) pursuant to a certain Lease dated as of November 1, 2003 (the “Lease”); and

WHEREAS, the outstanding 2003 Bonds have been paid in full; and

WHEREAS, UMB Bank, N.A., of Wichita, Kansas (the “Trustee”), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant’s notice to exercise its option to purchase the Project and the City wishes to expedite that process.

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

1. That the City acknowledges receipt of the Tenant’s notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 17.2(b) of the Lease.

3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.

4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph, for delivery on behalf of the City, at such time as the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).

5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

*[Remainder of this page intentionally left blank]*

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this \_\_\_\_ day of May, 2015.

CITY OF WICHITA, KANSAS

[Seal]

By: \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

### **SPECIAL WARRANTY DEED**

THIS INDENTURE, made on this \_\_\_\_ day of May, 2015, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”), and DIDCOT, L.C., a limited company organized under the laws of the State of Kansas (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the following real property situated in Sedgwick County, Kansas:

Lots 7, 8, 9 and 10 of the Comotara Industrial Park, Fifth Addition, (but excluding the westerly 150 feet of Lot 7) in the City of Wichita, Sedgwick County, Kansas (the “Land”); and

THE IMPROVEMENTS: all buildings, improvements, machinery and equipment acquired, constructed, located or installed on the Land pursuant to that certain Lease dated November 1, 2003, between Grantor and Grantee, including but not limited to the following:

- (1) Buildings and Improvements. A 47,650 square foot manufacturing facility, including quality control, parts storage, warehouse, paint shop, engineering offices, machine shop and lab areas located on the Land

The above-described Land and Improvements together constituting the “Project” as referred to in said Lease.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property

was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (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 Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

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 \_\_\_\_ day of May, 2015.

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Jeff Longwell, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS            )  
  )        ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of May, 2015, , before me, a notary public in and for said County and State, came Jeff Longwell, 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:

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña, Director of Law

**TERMINATION AND RELEASE OF LEASE**

THIS TERMINATION AND RELEASE OF LEASES dated as of the \_\_\_\_ day of May, 2015, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), and DIDCOT, L.C., a limited company organized under the laws of the State of Kansas (the "Tenant") and UMB Bank, N.A., of Wichita, Kansas, a state chartered bank duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the Wichita, Kansas (the "Trustee");

WITNESETH:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to Lease dated as of November 1, 2003, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Document No. 28531747; and

WHEREAS, said Lease was assigned by the City to the Trustee; and

WHEREAS, the property covered by the Lease consists of the following:

**THE LAND.** The following described real estate located in Sedgwick County, Kansas, to wit:

Lots 7, 8, 9 and 10 of the Comotara Industrial Park, Fifth Addition, (but excluding the westerly 150 feet of Lot 7) in the City of Wichita, Sedgwick County, Kansas; and

**THE IMPROVEMENTS.** All buildings, improvements, machinery and equipment acquired, constructed, located or installed on the Land pursuant to this Lease, paid or refinanced in whole or in part from the proceeds of the Bonds, including but not limited to the following:

(1) **Buildings and Improvements.** A 47,650 square foot manufacturing facility, including quality control, parts storage, warehouse, paint shop, engineering offices, machine shop and lab areas used for the manufacture and fabrication of aircraft instruments. The exterior of the building is faced with sandblasted precast concrete panels, aluminum windows and standing seam roofing. The building features a covered drop-off area, concrete paver accents and covered entry areas. The structural framework consists of a combination of load bearing masonry, precast concrete and steel columns. The lobby and open offices feature exposed steel trusses.

(2) **Machinery and Equipment.** 2 Compressors, Vacuum Pump, 8 Work stations, 70 Production Lab Chairs, Break Room Furniture, Production File Room System, 80 Steel Shelving Units, 30 Pallet Racks, Telephone Equipment Additions, Office Furniture, 2 Paint Booths, Small Vent Booth, 6 Storage Cabinets, Flammable Paint Lockers, Pallet Jack, Floor Machine, Rotor Equipment Run in Fixtures, Safety Equipment (Fire Ext. etc.), Production Meeting Room Furniture, 130 Work Benches, Stock Room Mezzanine Equipment.

The above-described Land and Improvements together constituting the "Project" as referred to in said Lease and Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Refunding Bonds (DIDCOT, L.C. Project), Series VII, 2003, in the original aggregate principal amount of \$3,295,000 (the "Bonds") and

WHEREAS, all outstanding Bonds have been paid in full, and no Bonds remain outstanding under the Trust Indenture dated as of November 1, 2003 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

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

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 Lease is hereby terminated and released.

*[Remainder of this page left blank intentionally]*

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 \_\_\_\_\_ day of May, 2015.

CITY OF WICHITA, KANSAS

[Seal]

By: \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_\_ day of May, 2015, before me, a notary public in and for said County and State, came Jeff Longwell, 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:  
\_\_\_\_\_

DIDCOT, L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of May, 2015, before me, a notary public in and for said County and State, came \_\_\_\_\_, \_\_\_\_\_ of DIDCOT, L.C., a limited company duly organized and existing under and by virtue of the laws of said State, who is personally known to me to be an officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said limited company.

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:  
  
\_\_\_\_\_

UMB Bank, N.A.  
Wichita, Kansas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of May, 2015, before me, a notary public in and for said county and state, came \_\_\_\_\_, \_\_\_\_\_ of UMB Bank, N.A. of Wichita, Kansas, a state chartered bank duly organized and existing and authorized to accept and execute trusts of the character herein set forth under 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 last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
May 19, 2015

TO: Mayor and City Council

SUBJECT: Transit Station License Agreement for Bus Stop at 11411 E. Kellogg (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

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**Recommendation:** Approve the agreement.

**Background:** In 2009, the City and Wal-Mart Stores, Inc. (Wal-Mart) entered into an agreement allowing the placement of a bus transit stop in the parking lot of its store at 11411 E. Kellogg. The agreement has expired without any extensions. Both Wichita Transit and Wal-Mart wish to continue the agreement allowing the bus stop.

**Analysis:** Wal-Mart has provided a license agreement. Per the agreement, Wal-Mart will be responsible for all routine maintenance, trash collection and cleaning. Wichita Transit will be responsible for heavy maintenance such as painting, graffiti removal and concrete repair. The new agreement has a three -year term and extends annually thereafter unless canceled by one of the parties.

**Financial Considerations:** The agreement has no financial impact.

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

**Recommendation/Action:** It is recommended that the City Council approve the transit station license agreement and authorize all necessary signatures.

**Attachments:** Transit station license agreement and aerial.

**TRANSIT STATION LICENSE AGREEMENT**

**THIS TRANSIT STATION LICENSE AGREEMENT** (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **WAL-MART STORES, INC.** ("**Wal-Mart**"), and **CITY OF WICHITA, KANSAS/WICHITA TRANSIT** ("**Licensee**"), whose address is 777 E. Waterman, Wichita, KS 67202.

**WITNESSTH**

**WHEREAS, Licensee** operates a public transit system that transports the public throughout the City of Wichita area; and

**WHEREAS,** it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board vehicles; and

**WHEREAS,** it is beneficial to **Wal-Mart** and their officials, employees, agents and guests that vehicles operated by **Licensee** pick-up and drop-off passengers at the transit site located at Store #3492 in Wichita, KS; and

**WHEREAS,** the parties agree that it is in their mutual best interests that the transit site is an integral part of the community and functions as a community activity station; and

**WHEREAS,** the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as an established transit station, which will provide facilities for the embarking and disembarking of passengers that are safe, convenient, accessible and more comfortable for passengers to wait for transit vehicles.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements of the parties, **Wal-Mart** and **Licensee** hereby agree as follows:

**Section 1 - Transit Site Agreement.** **Wal-Mart** hereby grants **Licensee** a license (the "License") to enter upon that certain parcel of real property located at Store #3492 in Wichita, KS, more particularly described and delineated by the site plan attached hereto as composite Exhibit A and made a part hereof (the "Transit Site") for the sole and limited purpose of installing a transit stop, subject to all of the terms and conditions provided for herein. **Wal-Mart** agrees **Licensee** may install and use a facility for passengers which consists of a trash receptacle (s), a bench (es), a sign (s), a passenger waiting shelter (s), and such other items as may be mutually agreed upon by the parties and referred to as (the "Transit Station") on the Transit Site.

**Section 2 - Installation of Transit Station.** **Licensee** shall provide all the materials and labor for the construction of the Transit Station to be located on the Transit Site. **Licensee** shall retain ownership of such Transit Station. The Transit Station shall be comparable to other transit stations currently used by **Licensee**. If as a result of **Licensee's** construction of a Transit Station,

Licensor is required by federal, state, or local law, ordinance, order etc, to make any improvements, changes or alterations (“Improvements”) to the property on which Store #3492 is located, in order to comply with such laws, such collateral Improvements shall be the responsibility of Licensee. All costs associated with such collateral Improvements shall be borne by Licensee.

**Section 3 - Term.** This Agreement shall commence on the date included in the introductory paragraph of this Agreement (the “Date of Commencement”) and, unless extended by the undersigned, shall terminate on the earlier of: (i) five (5) years from the Date of commencement; or (ii) thirty (30) days after notice is given by either party of the desire to terminate the Agreement. At the time this Agreement is terminated, **Licensee** shall remove the Transit Station and all of the **Licensee** equipment at the Transit Site and upon removal of the Transit Station, **Licensee** shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station. With prior approval of **WAL-MART**, this lease may continue at **Licensee’s** option on a year-to-year basis. **Licensee** must give notice of its intention to exercise said options by delivery of a written notice to **WAL-MART** not less than sixty (60) days prior to the end of the current lease term.

**Section 4 - Effective Date.** This Agreement shall become effective upon being executed by the parties hereto and shall remain in full force and effect until such time as either party terminates this Agreement as provided in Section 3 hereof.

**Section 5 - Damage to the Transit Station.** **Licensee** shall be responsible for day-to-day normal and customary maintenance of the Transit Site and the Transit Station, and every part thereof, including, but not limited to, washing the Transit Station from time to time and picking up trash on the Transit Station on a regular basis. **Licensee** shall be responsible for heavy maintenance, including, but not limited to, painting, removal of graffiti, and concrete repair, as well as the repair of any damage to the Transit Station caused by **Licensee** and its agents. Such repair will be commenced within three (3) days after **Licensee** is notified by **Wal-Mart**, in writing, of such damage. If **Licensee** shall fail to maintain the Transit Station in a clean manner, **Wal-Mart** shall have the right to clean the Transit Station after three (3) days written notice to **Licensee**. Licensor shall then be permitted to invoice **Licensee** for all costs incurred and to add a 15% administrative fee to such costs.

**Section 6 - Advertising.** **Licensee** may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the **Licensee** system on the exterior or interior of the Transit Station or on the Transit Site. **Licensee** shall have the right to retain all amounts generated by such advertising. **Licensee** shall not place or allow advertising of any nature, including signage, in or around the Station which would either (i) promote or encourage the use of products legally prohibited to minors, such as tobacco products, alcohol or adult entertainment of any type, or (ii) promote or encourage major competitors to **Wal-Mart**. **Wal-Mart** retains the right to demand that **Licensee** remove any advertisement for any reason without liability for contractual obligations of the **Licensee** that are related to the advertisement. Such demand may be written or verbal and may be made with 24 hours notice.

**Section 7 - Security.** **Wal-Mart** shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station.

**Section 8 - No Partnership.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto other than the relationship of licensor and licensee.

**Section 9 - Notices.** Any notice, request, demand, approval, consent or other communication which **Wal-Mart** or **Licensee** may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to **Wal-Mart**: Wal-Mart Stores, Inc.  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550  
Attn: Realty Manager

If to **Licensee**: Office of Property Management  
City Hall, 13<sup>th</sup> Floor  
455 N. Main  
Wichita, KS 67202  
Attn: John C. Philbrick

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (1) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (2) the date of when same is hand delivered; or (3) the date delivered by overnight courier with confirmation of delivery required.

**Section 10 - Authorization.** **Wal-Mart** and **Licensee** hereby represent and warrant to the other that as of the date of this Agreement, the undersigned are duly authorized to execute this Agreement on behalf of **Wal-Mart** and **Licensee**, respectively.

**Section 11 - Choice of Law; Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Kansas. Venue for any dispute arising as a result of this Agreement shall be Sedgwick County.

Section 12- Compliance. Licensee agrees to comply with all applicable laws, rules, codes, and/or other regulation governing such operation; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulation.

**Section 13 - Attorneys Fees.** In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred whether or not litigation is commenced, and also those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

**Section 14 - Time of the Essence.** Time is of the essence of the Agreement.

**Section 15 - Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion hereto.

**Section 16 - License to Use Copyrighted Materials and Trademark Rights.** Wal-Mart acknowledges that Licensee owns and holds all right, including patents, trademarks, copyrights and trade secrets in and to all elements of the Transit Station and related structures, designs and drawings, including without limitation, the passenger waiting shelter. Licensee hereby grants Wal-Mart a revocable license to use such rights in the Transit Station and related structure, designs and drawings during the term of this Agreement for the purposes addressed in this Agreement. Wal-Mart shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights shall inure to the benefit of Licensee. Wal-Mart agrees not to challenge or otherwise interfere with the validity of Licensee's rights in these elements or Licensee's ownership of these elements and related rights.

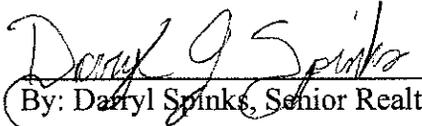
**Section 17 - Indemnification.** To the extent permitted by city, county, state, and federal law and subject to the limitations provided by city, county, state, and federal law, Licensee shall indemnify Wal-Mart against, and hold Wal-Mart harmless from all losses, damages, costs, claims, suits, liabilities, and expenses (including reasonable attorneys' fees including those for services rendered at the appellate court level) resulting from any of Licensee's use, construction, removal, maintenance or compliance requirements under this Agreement.

**AGREED TO** by the parties hereto as of the date first above written.

THE CITY OF WICHITA, KANSAS  
("Licensee")

WAL-MART STORES EAST, LP

\_\_\_\_\_  
By: Jeff Longwell, Mayor

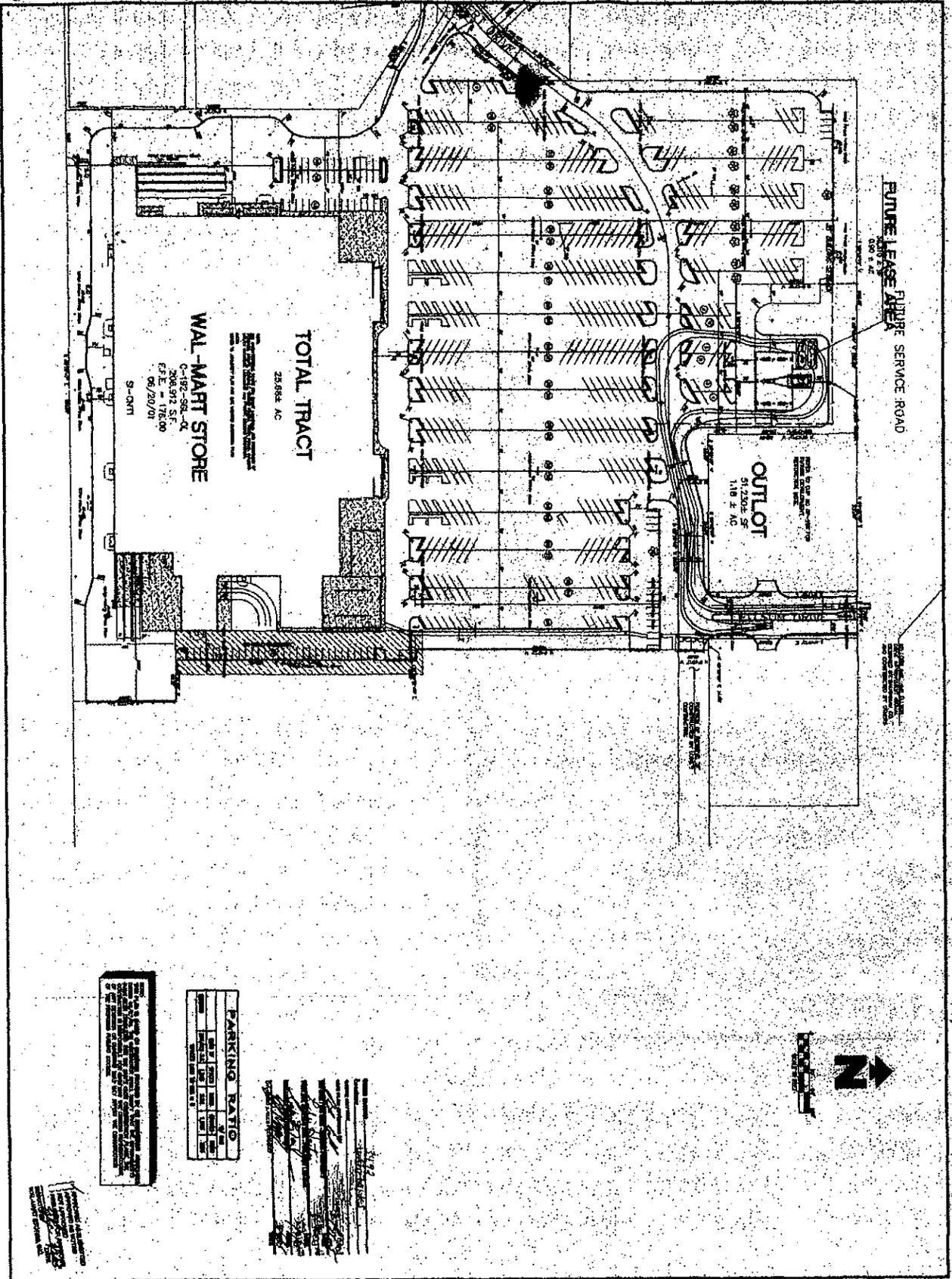
  
By: Darryl Spinks, Senior Realty Manager

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

  
Sharon Dickgrafe, Interim Director of Law and City Attorney



Sheet 3492

<b>CI</b>	SCALE: 1" = 40'	<b>CEI ENGINEERING ASSOCIATES, INC.</b> 1000 S. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 TEL: (305) 555-1111 FAX: (305) 555-1112	<b>WAL-MART</b> SITE DEVELOPMENT PLANS FOR WAL-MART FUELING STATION WICHITA, KS 144 E KELLOGG STOR# 63488
	DATE: 06/20/01 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT NO: [Number] SHEET NO: [Number]	OVERALL SITE PLAN

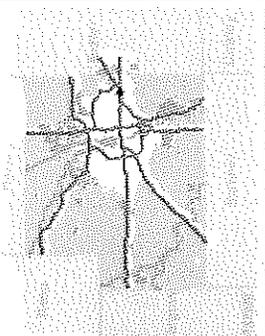
Exhibit A



# Wal Mart Transit Stop



Legend  
□ Parcels



1: 2,034

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. 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.

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Evaluation and Salary Increase for City Manager  
**INITIATED BY:** City Council  
**AGENDA:** Consent

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**Recommendation:** Restore original car allowance of \$6,600 for the City Manager.

**Background:** On December 18, 2008, the City Council entered into a City Manager Agreement with Robert Layton commencing on February 2, 2009. The original contract provided for a car allowance of \$550 per month, or \$6,600 per year.

On April 21, 2015, the City Council, based on its evaluation of the City Manager's job performance, approved an increase of 1.5% GPA and 1% merit. The proposed increase was retroactive to January 1, 2015. Additionally, the City Council approved a proposed increase in the City Manager's car allowance to \$5,500 per year.

**Analysis:** Due to a calculation error, the previous action by the City Council on April 21, 2015, resulted in a reduction, not an increase in the City Manager's car allowance. The proposed action would restore the car allowance negotiated in the manager's original contract. No increase is authorized by this action.

**Financial Considerations:** Funds for the car allowance are currently included within the City's adopted budget.

**Legal Considerations:** Pursuant to state law, city ordinances, and the City Manager Agreement, the City Council has the legal authority to evaluate and determine the salary of the City Manager.

**Recommendations/Actions:** It is recommended that the City Council restore the City Manager's original car allowance of \$6,600.

**Second Reading Ordinances for May 19, 2015 (first read on May 12th, 2015)**

**A. Abatement of Dangerous and Unsafe Structures.**

ORDINANCE NO. 50-013

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION ) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

ORDINANCE NO. 50-014

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00013 and CUP2015-00005 – City Zone Change from SF-20 Single-Family Residential to LC Limited Commercial and Creation of the Cadillac Lake Commercial Community Unit Plan, CUP DP-336, on Property Generally Located on the Southeast Corner of 29<sup>th</sup> Street North and Maize Road. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

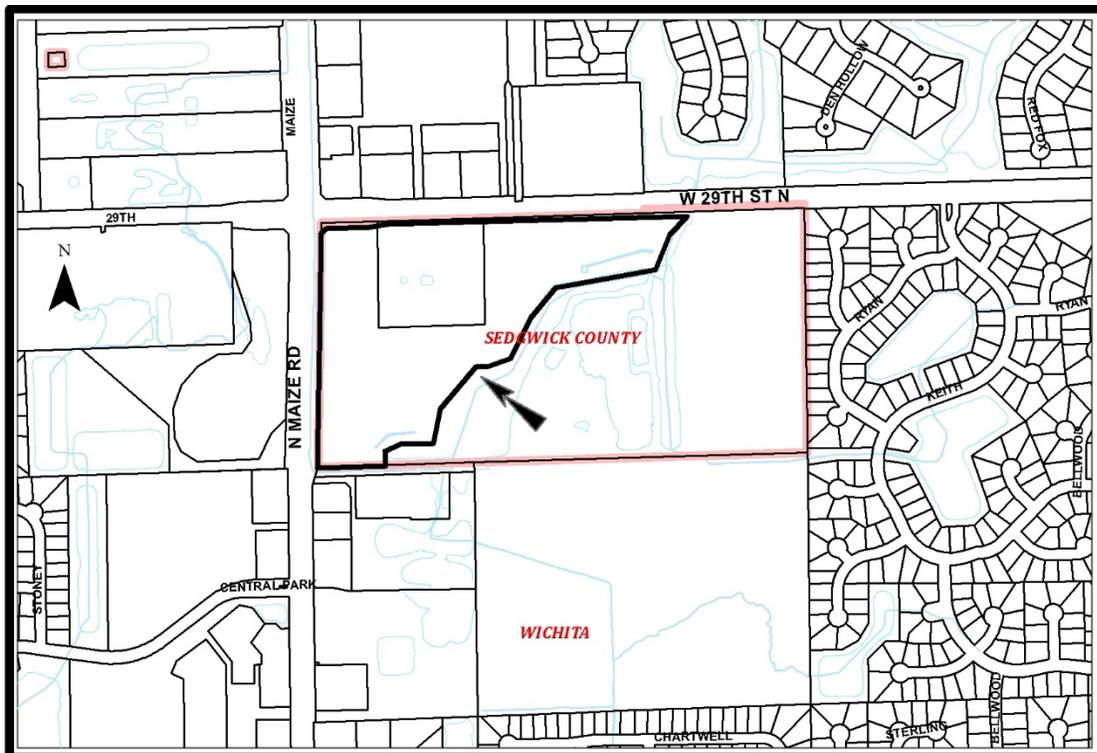
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval (11-0), subject to the provisions of the CUP.

**DAB V Recommendation:** The DAB recommended approval (7-0), subject to the provisions of the CUP.

**MAPD Staff Recommendation:** Staff recommended approval subject to the provisions of the CUP.



**Background:** The applicant is seeking LC Limited Commercial zoning on the SF-5 Single-Family Residential zoned 30.66-acre unplatted tract, subject to the development standards contained in the proposed Cadillac Lake Commercial Community Unit Plan CUP DP-336. The proposed CUP will be developed with either big box retail or big commercial strip buildings located in its interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants located along the Maize Road and 29th Street North frontage. The Unified Zoning Code (UZC) recommends a CUP or a PO Protective Overlay for LC and GC General Commercial zoned sites of six-acres or more, that are held under unified control at the time of initial approval. A CUP is intended to provide well planned and well organized residential, commercial and mixed development.

The site is located on the southeast corner of the 29th Street North and Maize Road intersection. The site is currently farmland with a farmhouse (built 1920) and numerous accessory agricultural buildings. The applicant owns the abutting SF-5 zoned eastern property, which is farmland with multiple ponds/detention depressions located on it. Most of the applicant's properties are located within a Flood Zone, which extends north, northwest, west and south of the applicant's properties. The applicant's development concept shows a 38.71-acre off-site constructed wetland and lake separating it from a SF-5 zoned urban scale subdivision located approximately 580-2,100 feet east of the proposed CUP; Bradford North Addition, recorded March 4, 1996.

North of the site, across 29th Street North, is the 38.09-acre LC zoned commercial CUP DP-327, which is partially developed (built 2013) with a Sams wholesale store and its accessory gas station. There are also a SF-5 zoned large tract single-family residence (built 1995) and the urban scale Fox Ridge Addition (recorded July 8, 2003) and the Fox Ridge 2nd Addition (recorded June 14, 2007) located north of the site across 29th Street North. Development to the west and northwest of the site, across Maize Road and 29th Street North, include the undeveloped LC zoned CUP DP-278, undeveloped SF-5 zoned land, SF-5 zoned large tract single-family residences and the SF-5 zoned urban scale subdivisions Evergreen 4th Addition (recorded November 25, 2003) and the Evergreen 5th Addition (recorded October 14, 2004). A quarter mile northwest of the site is a portion of the City of Maize that is developed with a mix of urban scale and large tract single-family residences and farmland.

The mostly developed LC zoned CUP DP-327 abuts the south side of the site, as does the City of Wichita's SF-5 zoned wildlife reserve and a pump station. The City owned wildlife reserve provides a buffer between DP-327 and an east SF-5 single-family residence, similar to the applicant's development concept showing an off-site constructed wetland and lake. CUP DP-327 is developed in its interior with a large box retail store with a smaller fast food restaurant and a smaller full service restaurant located along the Maize Road frontage. Maize Road from 29th Street North to 21st Street North, is dominated by predominately LC zoned CUP's developed in a similar manner; big box retail and big commercial strip buildings located in their interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants located along the Maize Road frontage. Urban scale SF-5 zoned single-family residential neighborhoods are generally located behind the commercial development along Maize Road and its intersections with 21st, 29th, and 37th Streets North.

**Analysis:** At the April 16, 2015, Metropolitan Area Planning Commission (MAPC) meeting, the MAPC voted unanimously (11-0) to approve the zoning request, subject to platting within a year and subject to the provisions of CUP DP-336. No one was present to protest the request. At the April 21, 2015, District Advisory Board V (DAB V) meeting, DAB V voted unanimously (7-0) to approve the zoning request, subject to platting within a year and subject to the provisions of CUP DP-336. There have been no valid protest petitions filed with the City Clerk.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zoning, subject to platting within a year and subject to the recommended provisions of CUP DP-336 (a simple majority vote) and instruct the Planning Department to forward the ordinance for first reading when the plat is completed.

**Attachments:**

- Ordinance
- CUP
- MAPC minutes
- DAB memo
- Concept Plan

ORDINANCE NO. 50-015

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2015-00013**

Zone change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") subject to the provisions of Community Unit Plan CUP DP-336 on an approximately 30.656 -acres property described as:

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows: COMMENCING at the Northwest corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing S89°43'05"E, along the North line of said Northwest Quarter, a distance of 152.50 feet; Thence Bearing S00°16'55"W, a distance of 75.00 feet to the POINT OF BEGINNING; Thence Bearing S46°30'50"W, a distance of 36.11 feet; Thence Bearing S02°44'45"W, a distance of 1,213.26 feet to a point on the South line of the North half of said Northwest Quarter, also being a point on the North line of Pearson Commercial Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S89°51'03"E, along the South line of said North half, a distance of 353.24 feet; Thence Bearing N00°16'55"E, a distance of 76.00 feet; Thence Bearing N67°24'00"E, a distance of 87.74 feet; Thence Bearing S89°43'05"E, a distance of 170.00 feet; Thence Bearing N13°05'15"E, a distance of 181.00 feet; Thence Bearing N41°50'33"E, a distance of 285.00 feet; Thence Bearing S89°43'05"E, a distance of 66.00 feet; Thence Bearing N71°43'05"E, a distance of 120.00 feet; Thence Bearing N28°42'50"E, a distance of 238.00 feet; Thence Bearing N41°30'08"E, a distance of 200.00 feet; Thence Bearing N81°34'23"E, a distance of 523.89 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter a distance of 1,541.92 feet; Thence Bearing S81°45'05"W, a distance of 101.12 feet; Thence Bearing N89°43'05"W, parallel with and 75.00 feet South of the North line of said Northwest Quarter, a distance of 225.00 feet to the POINT OF BEGINNING; said tract of land containing 30.656 acres, more or less.

**SECTION 2.** That upon the taking effect of this ordinance, contingent on completing the platting of the above described property, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Jeff Longwell, Mayor

**ATTEST:**

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Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, Director of Law

**EXCERPT MINUTES OF THE APRIL 16, 2015 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**RAMSEY** reported that he had ex-parte communication on the item.

**Case No.: ZON2015-00013 and CUP2015-00005 (Deferred from 4-2-15)** – Cadillac Lake, LLC (applicant/owner) and PEC c/o Charles Brown (agent) request a City zone change from SF-20 Single-family Residential to LC Limited Commercial and City request for a commercial CUP Community Unit Plan on property described as:

**COMMENCING** at the Northwest corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; Thence Bearing S89°43'05"E, along the North line of said Northwest Quarter, a distance of 152.50 feet; Thence Bearing S00°16'55"W, a distance of 75.00 feet to the **POINT OF BEGINNING**; Thence Bearing S46°30'50"W, a distance of 36.11 feet; Thence Bearing S02°44'45"W, a distance of 1,213.26 feet to a point on the South line of the North half of said Northwest Quarter, also being a point on the North line of Pearson Commercial Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S89°51'03"E, along the South line of said North half, a distance of 353.24 feet; Thence Bearing N00°16'55"E, a distance of 76.00 feet; Thence Bearing N67°24'00"E, a distance of 87.74 feet; Thence Bearing S89°43'05"E, a distance of 170.00 feet; Thence Bearing N13°05'15"E, a distance of 181.00 feet; Thence Bearing N41°50'33"E, a distance of 285.00 feet; Thence Bearing S89°43'05"E, a distance of 66.00 feet; Thence Bearing N71°43'05"E, a distance of 120.00 feet; Thence Bearing N28°42'50"E, a distance of 238.00 feet; Thence Bearing N41°30'08"E, a distance of 200.00 feet; Thence Bearing N81°34'23"E, a distance of 523.89 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter a distance of 1,541.92 feet; Thence Bearing S81°45'05"W, a distance of 101.12 feet; Thence Bearing N89°43'05"W, parallel with and 75.00 feet South of the North line of said Northwest Quarter, a distance of 225.00 feet to the **POINT OF BEGINNING**.(said tract of land containing 30.656 acres, more or less)

**BACKGROUND:** The applicant is seeking LC Limited Commercial zoning on the SF-5 Single-Family Residential zoned 30.66-acres unplatted tract, subject to the development standards contained in the proposed Cadillac Lake Commercial Community Unit Plan CUP DP-336. The proposed CUP will be developed with either big box retail or big commercial strip buildings located in its interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants located along the Maize Road and 29<sup>th</sup> Street North frontage. The Unified Zoning Code (UZC) recommends a CUP or a PO Protective Overlay for LC and GC General Commercial zoned sites of 6-acres or more, that are held under unified control at the time of initial approval. A CUP is intended to provide well planned and well organized residential, commercial and mixed development.

The site is located on the southeast corner of the 29<sup>th</sup> Street North and Maize Road intersection. The site is currently farmland with a farmhouses (built 1920) and numerous accessory agricultural buildings. The applicant owns the abutting SF-5 zoned eastern property (also annexed into Wichita April 7, 2015), which is farmland with multiple ponds/detention depressions located on it. Most of the applicant's properties are located within a FEMA Flood Zone, which extends north, northwest, west and south of the applicant's properties. The applicant's development concept shows a 38.71-acre off-site constructed wetland and lake separating it from a SF-5 zoned urban scale subdivisions located approximately 580-2,100 feet east of the proposed CUP; Bradford North Addition, recorded March 4, 1996.

North of the site, across 29<sup>th</sup> Street North, is the 38.09-acre LC zoned commercial CUP DP-327 (ZON2012-00024 - CUP2012-00021), which contains a Sams wholesale store and its accessory gas station. There are also a SF-5 zoned large tract single-family residence and the urban scale Fox Ridge Addition (recorded July 8, 2003) and the Fox Ridge 2<sup>nd</sup> Addition (recorded June 14, 2007) located north of the site across 29<sup>th</sup> Street North. Development to the west and northwest of the site, across Maize Road and 29<sup>th</sup> Street North, include the undeveloped LC zoned CUP DP-278, undeveloped SF-5 zoned land, SF-5 zoned large tract single-family residences and the SF-5 zoned urban scale subdivisions Evergreen 4<sup>th</sup> Addition (recorded November 25, 2003) and the Evergreen 5<sup>th</sup> Addition (recorded October 14, 2004). A quarter mile northwest of the site is a portion of the City of Maize developed as a mix of urban scale and large tract single-family residential and farmland.

The mostly developed LC zoned CUP DP-327 abuts the south side of the site, as does the City of Wichita's SF-5 zoned wildlife reserve and pump station. The City owned wildlife reserve provides a buffer between DP-327 and an east SF-5 single-family residences, similar to the applicant's development concept showing an off-site constructed wetland and lake. CUP DP-327 is developed in its interior with a large box retail store with a smaller fast food restaurant and a smaller full service restaurant located along the Maize Road frontage. Maize Road from 29<sup>th</sup> Street North to 21<sup>st</sup> Street North, is dominated by predominately LC zoned CUP's developed in a similar manner; big box retail and big commercial strip buildings located in their interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants located along the Maize Road frontage. Urban scale SF-5 zoned single-family residential neighborhoods are generally located behind the commercial development along Maize Road and its intersections with 21<sup>st</sup>, 29<sup>th</sup>, and 37<sup>th</sup> Streets North.

**CASE HISTORY:** The site is not platted. The City Council of Wichita approved annexation into the City of Wichita at their April 7, 2015, meeting. The annexation ordinance was published in the April 10, 2015, Wichita Eagle.

**ADJACENT ZONING AND LAND USE:**

NORTH: LC, SF-5	Urban scale single-family residences, large tract single-family residences, large box retail, gas station, City of Maize
SOUTH: LC, SF-5, GC	Wildlife reserve and pump station, multiple large box retail, stand-alone commercial and retail strips
EAST: SF-5	Urban scale single-family residences
WEST: LC, SF-5	Undeveloped land, urban scale single-family residences

**PUBLIC SERVICES:** Access to the site is provided by the four-lane, minor arterial street 29<sup>th</sup> Street North and the four-lane, principle arterial street Maize Road. 29<sup>th</sup> Street North has center turn lanes, as does Maize Road. This intersection has traffic lights. 29<sup>th</sup> Street North has a full raised median with cuts for access running parallel to the north side of the site. Traffic counts range from 12,000-10,000 trips per day on Maize Road and 2,700-4,550 trips per day on 29<sup>th</sup> Street North. Projected traffic volumes for 2035 under the build scenario from the WAMPO travel demand model shows traffic counts ranging from 19,150-18,660 trips per day on Maize Road and 8,900-9,430 trips per day on 29<sup>th</sup> Street North. Annexation into Wichita allows extension of Wichita's public utilities to the site. All other utilities are available to the site. Most of the site is located in a FEMA Flood Zone.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Land Use Guide of the Comprehensive Plan" (Land Use Plan) identifies the site as "urban development mix." The urban development mix category has uses found in the "urban residential use" category, with a strong likely hood that strong concentrations of "major institution uses," "local commercial uses," and "parks and open space uses" will also be developed in land categorized as urban development mix. The UZC identifies LC zoning as being generally compatible with the Plan's local commercial category.

The size of the site, approximately 30.66-acre, and the concept design of the site's CUP are similar to the existing commercial development patterns located in the Maize Road corridor, which is stand-alone retail and small strip retail anchored by big box retail such as Wal-Mart, Target, Lowes and Menards or big retail strip buildings. The CUP's largest parcel, the 13.77-acre Parcel 8, is large enough for big box retail or a big retail strip. The Land Use Plan's local commercial category does not list big box retail as a use, however the Land Use Plan's "regional commercial" category does list big box retail as a use. The regional commercial category lists uses that have a regional market draw, can generate high traffic volume and are located in close proximity to major arterials or freeways. The UZC does not list big box retail, strip retail or stand alone retail as use types, but bundles them together in the definition of "retail, general"; UZC SecIII.D, 'Use Regulations' and Sec.II.B.11.1.

The LC zoning request conforms to the local commercial category, but the size of the site and the site's CUP's design suggest regional commercial types of development, similar to what is currently lining this portion of Maize Road. The site's location along Maize Road, a principle/major arterial, the minor arterial 29<sup>th</sup> Street North, and having no vehicular access through residential streets or neighborhoods meets the locational criteria of the Comprehensive Plan for regional commercial development. Additional right-of-way for road improvements, Ingress and egress onto Maize Road and 29<sup>th</sup> Street North will be determined at the time of a platting.

The UZC recommends a CUP or a PO for LC and GC zoned sites of 6-acres or more, that are held under unified control at the time of initial approval. A CUP is intended to provide well planned and well organized residential, commercial and mixed development.

**RECOMMENDATION:** Based on the information available at the time of the public hearing, staff recommends APPROVAL, per the approved provisions of the CUP and platting within a year of approval of the zone change and CUP by the governing body. The following are recommended revisions to the provisions:

3. PERMITTED USES: Single-family residential, duplex, townhome, assisted living, group home, church or place of worship, government service, hospital, library, nursing facility, safety service, automated teller machine, bank or financial institution, car wash, convenience store, service station, limited vehicle repair, funeral home, hotel or motel, medical service, general office, personal care service, personal improvement service, printing and copying (limited), restaurant, university or college and general retail. Restaurants with drive thru windows, or drive in service, convenience stores, car washes, and service stations are not allowed on Parcel 9. Uses requiring Conditional Use approval shall require an amendment to the CUP and are not allowed unless specifically permitted.
4. Landscaping for this site shall be required as follows:
  - A. Development of all parcels within the CUP shall comply with the Landscape Ordinance of the City of Wichita, except as noted, with a shared palette of landscape materials among parcels.
  - B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the types, location, care and specifications of all plant material. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
  - C. A financial guarantee for the plant material approved on the landscape plan for that portion of the CUP being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted. Failure to maintain the required landscaping shall be considered a violation of the CUP after a joint determination of the Planning Director and the Superintendent of Central Inspection. Any landscaping needed to be replaced will be replaced within 60-days or the nearest growing season, depending on the time of the death of the plant.
  - D. Landscaping along the east side of the CUP shall will be increased by a minimum of 1.5 times the code's required size and quantity. The minimum height for conifers will be six to eight feet. The additional landscaping will compensate for the applicant's request that a masonry wall not be required along the east side of the CUP
  - E. Parking lot landscaping will be similar to what is shown on the Cadillac Lake concept plan, an exhibit attached to the Cadillac Lake CUP.
5. Setbacks will be a minimum of 25 feet around the perimeter of the CUP. All other setbacks will be the LC Limited Commercial zoning district.
6. Signs will be as allowed by the Sign Code, City Code Title 24.04 of the City of Wichita, for the LC Limited Commercial zoning district with the following provisions:
  - A.) Parcel #9 – Three monument signs 10-foot tall with each having 100 square feet of signage

- B.) Parcel #8 – One monument sign on Maize Road, 15-foot tall with 150 square feet of signage 10-foot tall with 100 square feet of signage. One monument sign on 29<sup>th</sup> Street North, 15-foot tall with 150 square feet of signage 10-foot tall with 100 square feet of signage
- C.) Parcel #7 – One monument sign 10-foot tall with 100 square feet of signage
- D.) Parcel #6 – Two monument signs 12-foot tall with each having 120 square feet of signage
- E.) Parcel #5 – One monument sign 12-foot tall with 120 square feet of signage
- F.) Parcel #4 – Two monument sign 12-foot tall with each having 120 square feet of signage
- G.) Parcel #3 – Two monument sign 12-foot tall with each having 120 square feet of signage
- H.) Parcel #2 - One monument sign 12-foot tall with 120 square feet of signage
- I.) Parcel #1 - – One monument sign on Maize Road, 15-foot tall with 150 square feet of signage
- J.) One monument sign on Maize Road, 30 foot tall with 300 square feet of signage. One monument sign on 29<sup>th</sup> Street North, 30 foot tall with 300 square feet of signage.

- i. All building signs shall meet the City of Wichita Sign Code for the LC zoning district, shall not exceed 3 total building signs per street frontage, per building, and limited to 20% of the facade elevation with no individual sign exceeding 400 sq. ft. No signs shall be allowed on the east elevation of any buildings.
- ii. **FLASHING SIGNS (EXCEPT FOR SIGNS SHOWING ONLY TIME, TEMPERATURE AND OTHER PUBLIC SERVICE MESSAGES), MESSAGE BOARDS, ROTATING OR MOVING SIGNS, SIGNS WITH MOVING LIGHTS OR SIGNS WHICH CREATE ILLUSIONS OF MOVEMENT ARE NOT PERMITTED.**
- iii. **PORTABLE SIGNS, OFF-SITE SIGNS AND BILLBOARDS ARE NOT PERMITTED.**

7. PARKING SHALL BE IN ACCORDANCE WITH THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE.

8. ARCHITECTURAL CONTROL: All buildings in the CUP shall share *compatible* architectural character, color, texture. The predominate building material for all buildings over 100 feet long and/or 100 feet wide will be a mix of architectural *materials* that will break up the surface of each of the buildings in the CUP. Architectural embellishments will also be used to break up the surface of these buildings. All to be reviewed and approved by the Planning Director prior to the issuance of any building permits. Building walls and roofs must have predominately earth-tone colors, with vivid colors limited to incidental accent. Metal as an exterior material shall be limited to incidental accent

9. Cross-lot circulation agreements shall be required at the time of platting to assure internal vehicular movement between parcels within the CUP.

10. NO OCCUPANCY PERMITS SHALL BE ISSUED FOR ANY DEVELOPMENT WITHOUT SERVICES BY THE MUNICIPAL WATER AND SEWER SERVICES.
11. A Drainage Plan shall be submitted to the City's Public Works Stormwater Manager/Engineer for review and approval with plat. Required guarantees for drainage shall be provided at the time of approval of the plat. A LOT GRADING PLAN, IN CONFORMANCE WITH THE DRAINAGE CONCEPT PLAN, WILL BE PREPARED FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
12. Rooftop mechanical equipment and heating and air conditioning shall be screened from ground level view along public street right-of-way and adjacent residential zoned properties with similar materials to the main building per Wichita-Sedgwick County Unified Zoning Code.
13. Trash receptacles, loading docks, outdoor storage, loading areas, compactors, portable storage units and similar areas/uses shall have solid screening with similar materials to the main building, a minimum of 6 feet tall or taller, to reasonably hide them from ground view.
14. No masonry wall shall be required along the east side of the CUP as long as the abutting SF-5 zoned property is maintained as an open space as shown on the attached Cadillac Lake concept plan.
15. THE DEVELOPMENT OF THIS C.U.P. SHALL INCLUDE A PEDESTRIAN WALK SYSTEM LINKING THE BUILDINGS ON EACH PARCEL TO ALL OTHER BUILDINGS IN THE C.U.P., AS WELL AS TO SIDEWALKS ON BOTH 29TH STREET AND MAIZE ROAD. AS A CONDITION FOR ISSUANCE OF BUILDING PERMITS ON ANY PARCEL, A PLAN SHOWING THE WALK SYSTEM FOR THAT PARCEL MUST BE APPROVED BY THE PLANNING DIRECTOR. THE PLAN SHALL LINK ALL BUILDINGS ON THAT PARCEL, CONNECT TO ADJACENT STREET SIDEWALKS AND PROVIDE CONNECTIONS TO THE BOUNDARIES OF ADJACENT PARCELS IN THE C.U.P., WHETHER OR NOT THERE ARE BUILDINGS ON THOSE PARCELS. THE PLAN FOR EACH PARCEL SHALL BE COMPATIBLE WITH AND CONNECT TO THE WALKS IN ANY PREVIOUSLY DEVELOPED PARCELS IN THE C.U.P.
16. All lighting shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Sec. IV unless otherwise specified. All lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas/zoning. All parcels shall share similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.). Limited height of light poles, including fixtures, lamps and base, is 27 feet. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

17. PRIOR TO ISSUANCE OF ANY BUILDING PERMIT, A SITE CIRCULATION PLAN THAT PROVIDES FOR SMOOTH FLOW OF TRAFFIC BETWEEN THE PARCEL BEING DEVELOPED AND ALL ADJACENT PARCELS WITHIN THE C.U.P. FRONTING ARTERIAL STREETS, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL.
18. GUARANTEES FOR STREET IMPROVEMENTS ON MAIZE ROAD AND 29TH STREET NORTH, including. access controls, deceleration lanes, left turn lanes, and additional right-of-way SHALL BE DETERMINED BY THE TRAFFIC ENGINEER AT THE TIME OF PLATTING and shown on the final plat.
19. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
20. FIRE LANES SHALL BE IN ACCORDANCE WITH THE FIRE CODE OF THE CITY OF WICHITA. NO PARKING SHALL BE ALLOWED IN SAID FIRE LANES, ALTHOUGH THEY MAY BE USED FOR PASSENGER LOADING AND UNLOADING. THE FIRE CHIEF OR HIS DESIGNATED REPRESENTATIVE SHALL REVIEW AND APPROVE THE LOCATION AND DESIGN OF ALL FIRE LANES. FIRE HYDRANT INSTALLATION AND PAVED ACCESS TO ALL BUILDING SITES SHALL BE PROVIDED FOR EACH PHASE OF CONSTRUCTION PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
21. THE DEVELOPMENT OF THIS PROPERTY SHALL PROCEED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION AND APPROVED BY THE GOVERNING BODY, AND ANY SUBSTANTIAL DEVIATION OF THE PLAN, AS DETERMINED BY THE ZONING ADMINISTRATOR AND THE DIRECTOR OF PLANNING, SHALL CONSTITUTE A VIOLATION OF THE BUILDING PERMIT AUTHORIZING CONSTRUCTION OF THE PROPOSED DEVELOPMENT.
22. THE TRANSFER OF THE TITLE ON ALL OR ANY PORTION OF THE LAND INCLUDED IN THE DEVELOPMENT DOES NOT CONSTITUTE A TERMINATION OF THE PLAN OR ANY PORTION THEREOF: SAID PLAN SHALL RUN WITH THE LAND FOR DEVELOPMENT AND BE BINDING UPON THE PRESENT LAND OWNERS, THEIR SUCCESSORS AND ASSIGNS AND THEIR LESSEES UNLESS AMENDED. HOWEVER, THE PLANNING DIRECTOR, WITH THE CONCURRENCE OF THE MABCD SUPERINTENDENT, MAY APPROVE MINOR ADJUSTMENTS TO THE CONDITIONS IN THIS C.U.P., CONSISTENT WITH THE APPROVED DEVELOPMENT PLAN, WITHOUT FILING A FORMAL C.U.P. AMENDMENT. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.in accordance with the Wichita-Sedgwick County Unified Zoning Code.
23. A notice of a CUP noting the conditions placed on this land shall be filed with the Sedgwick County Register of Deeds.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Maize Road from 29<sup>th</sup> Street North to 21<sup>st</sup> Street North, is dominated by predominately LC zoned CUP's developed in a similar manner; big box retail and big commercial strip buildings located in their interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants tending to be located along the Maize Road frontage. The subject site's location on the southeast corner of 29<sup>th</sup> Street and Maize gives it exposure on an arterial and minor arterial road, much like the LC zoned 38.09-acre CUP DP-327, located north of the site, on the northeast corner of 29<sup>th</sup> Street North and Maize Road. Urban scale SF-5 zoned single-family residential neighborhoods are generally located behind the commercial development along Maize Road and its intersections with 21<sup>st</sup>, 29<sup>th</sup>, and 37<sup>th</sup> Streets North.
2. The suitability of the subject property for the uses to which it has been restricted: Prior to its April 10, 2015, annexation into the City of Wichita, the then SF-20 zoned 30.66-acre site was the last remaining county farming operation on the 29<sup>th</sup> Street North – Maize Road intersection. Annexation changed the SF-20 zoning into SF-5 zoning. The SF-5 zoning district is intended to accommodate moderate-density, single-family residential development and complementary land uses. The site's location the Maize Road arterial and 29<sup>th</sup> Street North minor arterial roads, plus the commercial development along these roads makes them less attractive for moderate-density, single-family residential development and complementary land uses. The site's location along the Maize Road arterial and 29<sup>th</sup> Street North minor arterial roads, plus the commercial development along these roads makes them less attractive for moderate-density, single-family residential development.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Abutting south and adjacent west and north properties are zoned LC (with smaller areas of GC zoning) with CUP overlays. They are developed in a similar manner; big box retail and big commercial strip buildings located in their interiors with smaller commercial strip buildings and stand-alone full service and fast food restaurants located along the Maize Road frontage and its intersections. The applicant's request is similar. Urban scale SF-5 zoned single-family residential neighborhoods are generally located behind the commercial developments. The applicant's development concept and CUP drawing shows an off-site 38.71-acre open space/constructed wetland with a lake buffer separating the proposed CUP from the east SF-5 urban scale single-family residential neighborhood, which will help minimize any negative impact on the east single-family residential neighborhood, as will the other provisions of the proposed CUP.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Land Use Guide of the Comprehensive Plan” (Land Use Plan) identifies the site as “urban development mix.” The urban development mix category has uses found in the “urban residential use” category, with a strong likely hood that strong concentrations of “major institution uses,” “local commercial uses,” and “parks and open space uses” will also be developed in land categorized as urban development mix. The UZC identifies LC zoning as being generally compatible with the Plan’s local commercial category.

The size of the site, approximately 30.66-acre, and the concept design of the site’s CUP are similar to the existing commercial development patterns located in the Maize Road corridor, which is stand-alone retail and small strip retail anchored by big box retail such as Wal-Mart, Target, Lowes and Menards or big retail strip buildings. The CUP’s largest parcel, the 13.77-acre Parcels 8, is large enough for big box retail or a big retail strip. The Land Use Plan’s local commercial category does not list big box retail as a use, however the Land Use Plan’s “regional commercial” category does list big box retail as a use. The regional commercial category lists uses that have a regional market draw, can generate high traffic volume and are located in close proximity to major arterials or freeways. The UZC does not list big box retail, strip retail or stand-alone retail as use types, but bundles them together in the definition of “retail, general”; UZC SecIII.D, ‘Use Regulations’ and Sec.II.B.11.1.

The LC zoning request conforms to the local commercial category, but the size of the site and the site’s CUP’s design suggest regional commercial types of development, similar to what is currently lining this portion of Maize Road. The site’s location along Maize Road, a principle/major arterial, the minor arterial 29<sup>th</sup> Street North, and its having no vehicular access through residential streets or neighborhoods meets the locational criteria of the Comprehensive Plan for regional commercial development. Additional right-of-way for road improvements, Ingress and egress onto Maize Road and 29<sup>th</sup> Street North will be determined at the time of a platting.

The UZC recommends a CUP or a PO for LC and GC zoned sites of 6-acres or more, that are held under unified control at the time of initial approval. A CUP is intended to provide well planned and well organized residential, commercial and mixed development.

5. Impact of the proposed development on community facilities: Stormwater management is the major consideration, which is reflected in the applicant’s concept plan showing an off-site 38.71-acre open space/constructed wetland with a lake buffer. This is similar to the south abutting LC zoned CUP DP-327, which has the City of Wichita’s SF-5 zoned wildlife reserve and pump station managing stormwater.

**BILL LONGNECKER**, Planning Staff presented the Staff Report. He referred to a handout and e-mail sent to each Commissioner with the final provisions for the case. He also indicated that the City Traffic Engineer did not think that a Traffic Study was necessary for this particular development.

**RICHARDSON** asked about the legal description.

**LONGNECKER** indicated that there was a “meets and bounds” description for the portion of the property being rezoned which was provided by the title company. He said that will be changed once the platting process is completed.

**RICHARDSON** asked about permitted uses and why multi-family use was not listed although it is permitted by-right in LC.

**LONGNECKER** said a CUP is all about specific uses and can allow what is allowed by-right or it can be more or less restrictive. He said the applicant did not include multi-family residential as a use.

**FOSTER** asked about process and said sometimes when a CUP document makes its way to the Subdivision Committee there are discrepancies in what is on the CUP document and what the Committee is trying to deal with on the plat. He specifically mentioned access controls on one recent CUP document.

**LONGNECKER** commented that the plat is a separate document and a separate review.

**MILLER** mentioned that many CUP/PUD’s are approved subject to platting. He said if changes are triggered as a result of the plat the applicant is not required to provide an amended CUP/PUD prior to the Subdivision hearing. He said the Subdivision Committee will not see any CUP/PUD’s in the future.

**CHARLIE BROWN, PROFESSIONAL ENGINEERING CONSULTANTS, AGENT FOR APPLICANT CADILLAC LAKE, LLC** said they are in agreement with the general provisions including the recent edits provided as a handout at today’s meeting. He offered to answer any questions.

**MCKAY** asked why multi-family was not included as a use.

**BROWN** said the intent is for a commercial development. He commented that 33 of the 72 acres will be developed. He said the rest will be used as a reserve for open space and a potential City park with wetlands. He said they are working with the Corps of Engineers for the wetlands permits. He said the applicant would like enough commercial development to generate the revenue to pay for park improvements. He said he believes it is a marketing decision not to include multi-family zoning.

**FOSTER** commented that he wanted to applaud the applicant’s efforts (and staff) to get part of the area into a park because he feels that will be very important for the neighborhood.

**BROWN** responded that the park it is a “win-win” situation for everyone.

**MOTION:** To approve subject to staff recommendation as amended by the handout.

**MCKAY** moved, **RAMSEY** seconded the motion, and it carried (11-0).

DRAFT



**INTEROFFICE  
MEMORANDUM**

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**TO:** City Council  
**FROM:** Janet Johnson, Office of Community Engagement  
**SUBJECT:** ZON2015-00013 and CUP2015-00005  
**DATE:** April 22, 2015

On Tuesday, April 21, 2015, the District V Advisory Board considered a request for a zoning change to LC at 29<sup>th</sup> St. N. and Maize Road.

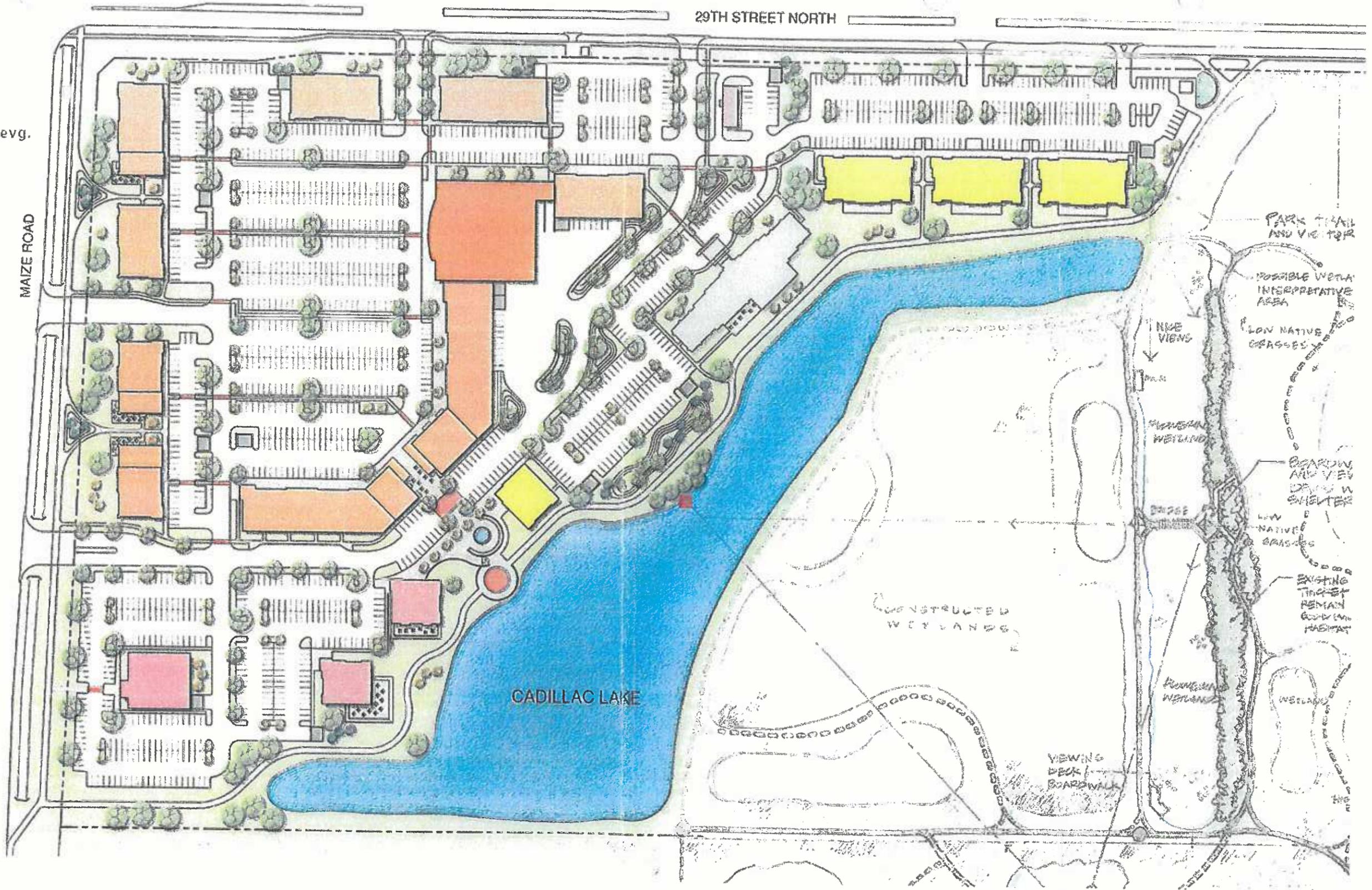
**The DAB members voted 7-0 to recommend approval of the request.**

One member of the public was present to voice flooding concerns.

Please review this information when **ZON2015-00013/CUP2015-00005** is considered.

Legend

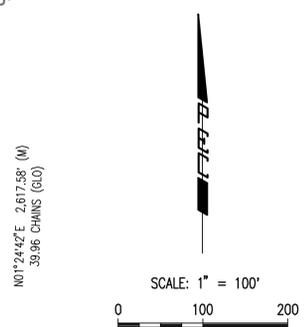
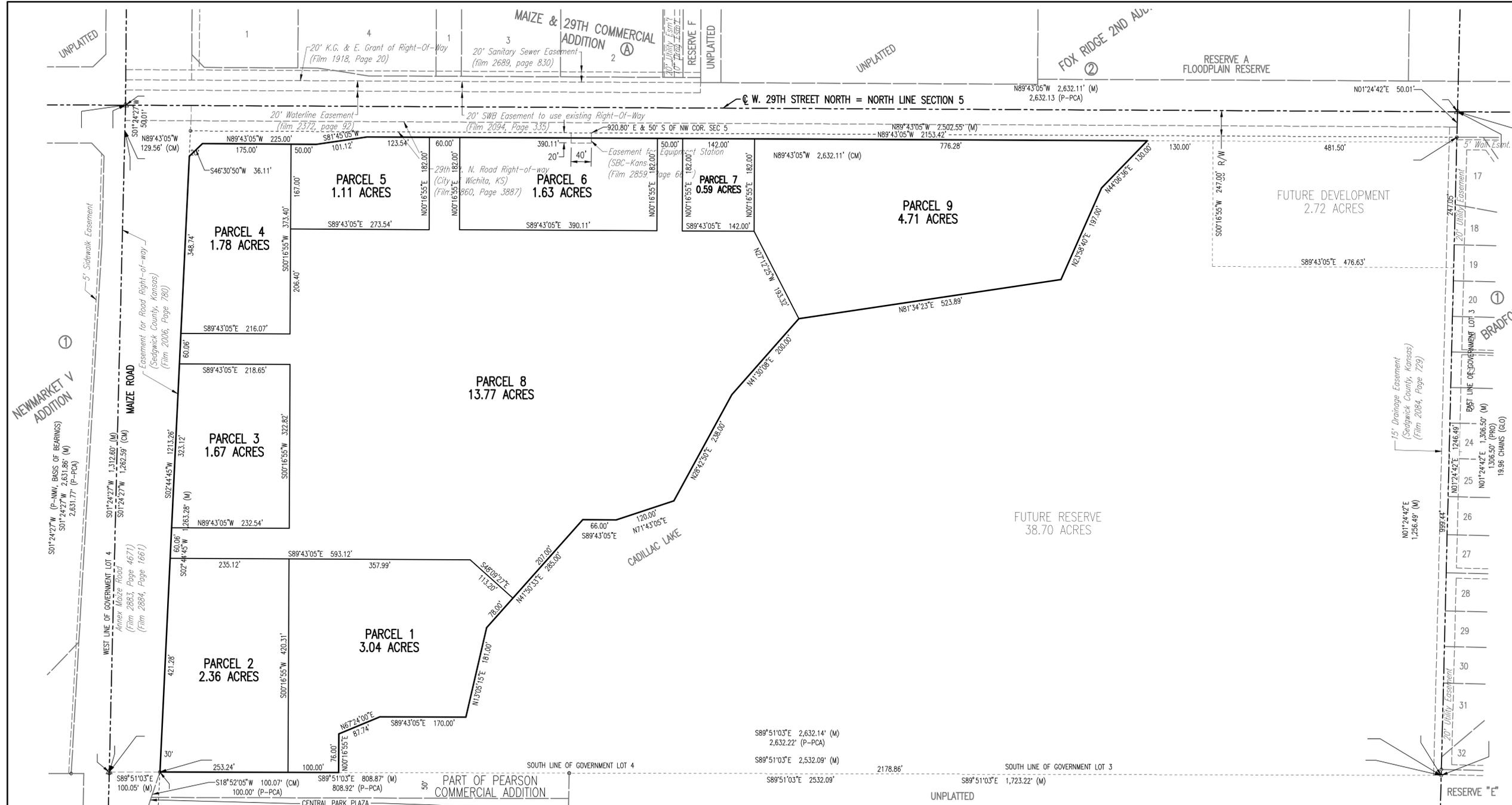
- Retail
- Retail-Food/Bevg.
- Restaurant
- Office
- Hotel



CADILLAC LAKE  
WICHITA - KANSAS

COMMUNITY UNIT PLAN DP-XXX  
**CADILLAC LAKE**  
 OWNER: CADILLAC LAKE, L.L.C.  
 727 NORTH WACO SUITE 400  
 WICHITA, KANSAS 67203

FEBRUARY 23, 2015



**LEGEND**

M	MEASURED
CM	CALCULATED FROM MEASURED
P-NMV	PLATTED MEASUREMENT FROM NEWMARKET V ADDITION
P-PCA	PLATTED MEASUREMENT FROM PEARSON COMMERCIAL ADDITION
CP	CALCULATED FROM THE PLAT OF PEARSON COMMERCIAL ADDITION
GLO	G.L.O. MEASUREMENT FROM APRIL 16, 1868
PRO	PRORATED MEASUREMENT USING G.L.O. DISTANCE
D1	DESCRIBED IN EASEMENT FOR RIGHT-OF-WAY FILM 2006, PAGE 780, DATED JANUARY 18, 2000
D2	DESCRIBED IN TRUSTEE'S DEED DOC. #/FLM-PG.: 28603887, DATED SEPTEMBER 1, 2004
C.A.C.	COMPLETE ACCESS CONTROL

**GENERAL PROVISIONS**

- SEE PLAN FOR PARCEL AND RESERVE INDIVIDUAL ACRES.
- PARCEL DESCRIPTIONS:  
NOTE: UNLESS OTHERWISE SPECIFIED, MAXIMUM GROSS FLOOR AREA AND MAXIMUM FLOOR AREA RATIO ARE THE SAME.

**PARCEL 1**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 3.04 ACRES (132,255 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (39,677 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 44 FEET

**PARCEL 2**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 2.36 ACRES (102,699 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (30,810 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 3**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 1.67 ACRES (72,828 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (21,848 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 4**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 1.78 ACRES (77,368 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (23,210 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 5**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 1.11 ACRES (48,285 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (14,485 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 6**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 1.63 ACRES (71,000 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (21,300 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 7**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 0.59 ACRES (25,844 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (7,753 SQ.FT.)  
 MAXIMUM BUILDING HEIGHT= 28 FEET

**PARCEL 8**  
 PROPOSED USES: SEE G.P. #3  
 GROSS AREA= 13.77 ACRES (599,900 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (179,970 SQ.FT.)  
 MAX GROSS FLOOR AREA = 758 (449,925 SQ.FT. MAX.)  
 MAXIMUM BUILDING HEIGHT= 60 FEET

**PARCEL 9**  
 PROPOSED USES: GENERAL OFFICE  
 GROSS AREA= 4.71 ACRES (205,199 SQ.FT.)  
 FLOOR AREA RATIO= 30.0% (61,560 SQ.FT.)  
 MAX GROSS FLOOR AREA = 60% (123,120 SQ. FT. MAX.)  
 MAXIMUM BUILDING HEIGHT= 44 FEET

**C. A FINANCIAL GUARANTEE FOR THE PLANT MATERIAL APPROVED ON THE LANDSCAPE PLAN FOR THAT PORTION OF THE CUP BEING DEVELOPED SHALL BE REQUIRED PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT, IF THE REQUIRED LANDSCAPE HAS NOT BEEN PLANTED. FAILURE TO MAINTAIN THE REQUIRED LANDSCAPING SHALL BE CONSIDERED A VIOLATION OF THE CUP AFTER A JOINT DETERMINATION OF THE PLANNING DIRECTOR AND THE SUPERINTENDENT OF CENTRAL INSPECTION. ANY LANDSCAPING NEEDED TO BE REPLACED WILL BE REPLACED WITHIN 60-DAYS OR THE NEAREST GROWING SEASON, DEPENDING ON THE TIME OF THE DEATH OF THE PLANT.**

**D. LANDSCAPING ALONG THE EAST SIDE OF THE CUP SHALL BE INCREASED BY A MINIMUM OF 1.5 TIMES THE CODE'S REQUIRED SIZE AND QUANTITY. THE MINIMUM HEIGHT FOR CONIFERS WILL BE SIX TO EIGHT FEET. THE ADDITIONAL LANDSCAPING WILL COMPENSATE FOR THE APPLICANT'S REQUEST THAT A MASONRY WALL NOT BE REQUIRED ALONG THE EAST SIDE OF THE CUP.**

**E. PARKING LOT LANDSCAPING WILL BE SIMILAR TO WHAT IS SHOWN ON THE CADILLAC LAKE CONCEPT PLAN, AN EXHIBIT ATTACHED TO THE CADILLAC LAKE CUP.**

**5. SETBACKS WILL BE A MINIMUM OF 25 FEET AROUND THE PERIMETER OF THE CUP. ALL OTHER SETBACKS WILL BE THE LC LIMITED COMMERCIAL ZONING DISTRICT.**

**6. SIGNS WILL BE AS ALLOWED BY THE SIGN CODE, CITY CODE TITLE 24.04 OF THE CITY OF WICHITA, FOR THE LC LIMITED COMMERCIAL ZONING DISTRICT WITH THE FOLLOWING PROVISIONS:**

- PARCEL #9 - THREE MONUMENT SIGNS 10-FOOT TALL WITH EACH HAVING 100 SQUARE FEET OF SIGNAGE
- PARCEL #8 - ONE MONUMENT SIGN ON MAIZE ROAD, 15-FOOT TALL WITH 150 SQUARE FEET OF SIGNAGE
- PARCEL #7 - ONE MONUMENT SIGN 10-FOOT TALL WITH 100 SQUARE FEET OF SIGNAGE
- PARCEL #6 - TWO MONUMENT SIGNS 12-FOOT TALL WITH EACH HAVING 120 SQUARE FEET OF SIGNAGE
- PARCEL #5 - ONE MONUMENT SIGN 12-FOOT TALL WITH 120 SQUARE FEET OF SIGNAGE
- PARCEL #4 - TWO MONUMENT SIGN 12-FOOT TALL WITH EACH HAVING 120 SQUARE FEET OF SIGNAGE
- PARCEL #3 - TWO MONUMENT SIGN 12-FOOT TALL WITH EACH HAVING 120 SQUARE FEET OF SIGNAGE
- PARCEL #2 - ONE MONUMENT SIGN 12-FOOT TALL WITH 120 SQUARE FEET OF SIGNAGE

**7. PARKING SHALL BE IN ACCORDANCE WITH THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE.**

**8. ARCHITECTURAL CONTROL: ALL BUILDINGS IN THE CUP SHALL SHARE COMPATIBLE ARCHITECTURAL CHARACTER, COLOR, TEXTURE. THE PREDOMINANT BUILDING MATERIAL FOR ALL BUILDINGS OVER 100 FEET LONG AND/OR 100 FEET WIDE WILL BE A MIX OF ARCHITECTURAL MATERIALS THAT WILL BREAK UP THE SURFACE OF EACH OF THE BUILDINGS IN THE CUP. ARCHITECTURAL EMBELLISHMENTS WILL ALSO BE USED TO BREAK UP THE SURFACE OF THESE BUILDINGS. ALL TO BE REVIEWED AND APPROVED BY THE PLANNING DIRECTOR PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS. BUILDING WALLS AND ROOFS MUST HAVE PREDOMINATELY EARTH-TONE COLORS, WITH VIVID COLORS LIMITED TO INCIDENTAL ACCENT. METAL AS AN EXTERIOR MATERIAL SHALL BE LIMITED TO INCIDENTAL ACCENT**

**9. CROSS-LOT CIRCULATION AGREEMENTS SHALL BE REQUIRED AT THE TIME OF PLATTING TO ASSURE INTERNAL VEHICULAR MOVEMENT BETWEEN PARCELS WITHIN THE CUP.**

**10. NO OCCUPANCY PERMITS SHALL BE ISSUED FOR ANY DEVELOPMENT WITHOUT SERVICES BY THE MUNICIPAL WATER AND SEWER SERVICES.**

**11. A DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY'S PUBLIC WORKS STORMWATER MANAGER/ENGINEER FOR REVIEW AND APPROVAL WITH PLAT. REQUIRED GUARANTEES FOR DRAINAGE SHALL BE PROVIDED AT THE TIME OF APPROVAL OF THE PLAT. A LOT GRADING PLAN, IN CONFORMANCE WITH THE DRAINAGE CONCEPT PLAN, WILL BE PREPARED FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.**

**12. ROOFTOP MECHANICAL EQUIPMENT AND HEATING AND AIR CONDITIONING SHALL BE SCREENED FROM GROUND LEVEL VIEW ALONG PUBLIC STREET RIGHT-OF-WAY AND ADJACENT RESIDENTIAL ZONED PROPERTIES WITH SIMILAR MATERIALS TO THE MAIN BUILDING PER WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE.**

**13. TRASH RECEPTACLES, LOADING DOCKS, OUTDOOR STORAGE, LOADING AREAS, COMPACTORS, PORTABLE STORAGE UNITS AND SIMILAR AREAS/USES SHALL HAVE SOLID SCREENING WITH SIMILAR MATERIALS TO THE MAIN BUILDING, A MINIMUM OF 6 FEET TALL OR TALLER, TO REASONABLY HIDE THEM FROM GROUND VIEW.**

**14. NO MASONRY WALL SHALL BE REQUIRED ALONG THE EAST SIDE OF THE CUP AS LONG AS THE ABUTTING SF-5 ZONED PROPERTY IS MAINTAINED AS AN OPEN SPACE AS SHOWN ON THE ATTACHED CADILLAC LAKE CONCEPT PLAN.**

**15. THE DEVELOPMENT OF THIS C.U.P. SHALL INCLUDE A PEDESTRIAN WALK SYSTEM LINKING THE BUILDINGS ON EACH PARCEL TO ALL OTHER BUILDINGS IN THE C.U.P., AS WELL AS TO SIDEWALKS ON BOTH 29TH STREET AND MAIZE ROAD. AS A CONDITION FOR ISSUANCE OF BUILDING PERMITS ON ANY PARCEL, A PLAN SHOWING THE WALK SYSTEM FOR THAT PARCEL MUST BE APPROVED BY THE PLANNING DIRECTOR. THE PLAN SHALL LINK ALL BUILDINGS ON THAT PARCEL, CONNECT TO ADJACENT STREET SIDEWALKS AND PROVIDE CONNECTIONS TO THE BOUNDARIES OF ADJACENT PARCELS IN THE C.U.P., WHETHER OR NOT THERE ARE BUILDINGS ON THOSE PARCELS. THE PLAN FOR EACH PARCEL SHALL BE COMPATIBLE WITH AND CONNECT TO THE WALKS IN ANY PREVIOUSLY DEVELOPED PARCELS IN THE C.U.P.**

**16. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SEC. V UNLESS OTHERWISE SPECIFIED. ALL LIGHTING SHALL BE SHIELDED TO DIRECT LIGHT DISBURSEMENT IN A DOWNWARD DIRECTION AND AWAY FROM RESIDENTIAL AREAS/ZONING. ALL PARCELS SHALL SHARE SIMILAR OR CONSISTENT PARKING LOT LIGHTING ELEMENTS (I.E., FIXTURES, POLES, AND LAMPS, AND ETC.). LIMITED HEIGHT OF LIGHT POLES, INCLUDING FIXTURES, LAMPS AND BASE, IS 27 FEET. EXTENSIVE USE OF BACK LIGHT CANOPIES AND NEON OR FLUORESCENT TUBE LIGHTING ON BUILDINGS IS NOT PERMITTED.**

**17. PRIOR TO ISSUANCE OF ANY BUILDING PERMIT, A SITE CIRCULATION PLAN THAT PROVIDES FOR SMOOTH FLOW OF TRAFFIC BETWEEN THE PARCEL BEING DEVELOPED AND ALL ADJACENT PARCELS WITHIN THE C.U.P. FRONTING ARTERIAL STREETS, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL.**

**18. GUARANTEES FOR STREET IMPROVEMENTS ON MAIZE ROAD AND 29TH STREET NORTH, INCLUDING: ACCESS CONTROLS, ACCELERATION LANES, LEFT TURN LANES, AND ADDITIONAL RIGHT-OF-WAY SHALL BE DETERMINED BY THE TRAFFIC ENGINEER AT THE TIME OF PLATTING AND SHOWN ON THE FINAL PLAT.**

**19. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.**

**20. FIRE LANES SHALL BE IN ACCORDANCE WITH THE FIRE CODE OF THE CITY OF WICHITA. NO PARKING SHALL BE ALLOWED IN SAID FIRE LANES, ALTHOUGH THEY MAY BE USED FOR PASSENGER LOADING AND UNLOADING. THE FIRE CHIEF OR HIS DESIGNATED REPRESENTATIVE SHALL REVIEW AND APPROVE THE LOCATION AND DESIGN OF ALL FIRE LANES. FIRE HYDRANT INSTALLATION AND PAVED ACCESS TO ALL BUILDING SITES SHALL BE PROVIDED FOR EACH PHASE OF CONSTRUCTION PRIOR TO THE ISSUANCE OF BUILDING PERMITS.**

**21. THE DEVELOPMENT OF THIS PROPERTY SHALL PROCEED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION AND APPROVED BY THE GOVERNING BODY, AND ANY SUBSTANTIAL DEVIATION OF THE PLAN, AS DETERMINED BY THE ZONING ADMINISTRATOR AND THE DIRECTOR OF PLANNING, SHALL CONSTITUTE A VIOLATION OF THE BUILDING PERMIT AUTHORIZING CONSTRUCTION OF THE PROPOSED DEVELOPMENT.**

**22. THE TRANSFER OF THE TITLE ON ALL OR ANY PORTION OF THE LAND INCLUDED IN THE DEVELOPMENT DOES NOT CONSTITUTE A TERMINATION OF THE PLAN OR ANY PORTION THEREOF; SAID PLAN SHALL RUN WITH THE LAND FOR DEVELOPMENT AND BE BINDING UPON THE PRESENT LAND OWNERS, THEIR SUCCESSORS AND ASSIGNS AND THEIR LESSEES UNLESS AMENDED. HOWEVER, THE PLANNING DIRECTOR, WITH THE CONCURRENCE OF THE MARCD SUPERINTENDENT, MAY APPROVE MINOR ADJUSTMENTS TO THE CONDITIONS IN THIS C.U.P., CONSISTENT WITH THE APPROVED DEVELOPMENT PLAN, WITHOUT FILING A FORMAL C.U.P. AMENDMENT. ANY MAJOR CHANGES IN THIS DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE PLANNING COMMISSION AND TO THE GOVERNING BODY FOR THEIR CONSIDERATION IN ACCORDANCE WITH THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE.**

**23. A NOTICE OF A CUP NOTING THE CONDITIONS PLACED ON THIS LAND SHALL BE FILED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS.**

Survey 04-22-2015 10:00:38 AM by JIS  
 Plot Scale 1:100 04-27-2015 12:01:11 PM  
 J:\wchita-cup\2015\1325\MainDrawings\CUP\1325-CUP-DP-





**BACKGROUND:** The applicant is requesting SF-5-Family Residential (SF-5) zoning on the platted approximately 3.67-acres GI General Industrial zoned site. The site consists of Lot 32 ECX FLDWY CCA-41035, North Wichita Gardens Addition, located on the west side of North Hydraulic Avenue between East 39<sup>th</sup> Street North and the Chisholm Creek Floodway. Lot 32 is developed into three parcels, with a single-family residence on each parcel. The applicant is requesting the zone change to allow for refinancing and expansions of the residential structures.

The site was annexed into the City limit between 1981 and 1990. Prior to annexation, Sedgwick County had zoned the property F – Heavy Industrial. In March 1996, the F – Heavy Industrial zoning district was converted to GI. The lot abutting the subject site on the south has a used car lot with improvements that were built in 2010. The original structure on the site is a 1920s bungalow. All other development north of East 39<sup>th</sup> Street North are single family residences built between 1920 and 1950. The property west of the site is used for agriculture and has no improvements. The north and west abutting properties are rights-of-way for I-135, K-254 and the Chisholm Creek Floodway.

**Analysis:** On April 16, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (11-0).

On April 15, 2015, District Advisory Board (DAB) VI heard the case. No comments from the public were recorded.

No official protests were received. The MAPC recommendation may be approved by a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

**Attachments:** MAPC minutes, DAB memo and ordinance.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2015-00015**

City zone change request from GI General Industrial to SF-5 Single-family on property generally located north of 39th Street North on the west side of Hydraulic Avenue described as:

The south 80 feet of the east 190 feet of the south 1/2 of Lot32 and the south 1/2 of Lot 32 except the south 80 feet of the east 190 feet and except Fldwy CC A-41035 and the north 1/2 of Lot 32 except Fldwy CC A-41035, North Wichita Gardens Addition to Wichita, Kansas; generally located at the northwest corner of West 9<sup>th</sup> Street North and North McLean Boulevard (1016 North Edwards Avenue).

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, Director of Law

**EXCERPT MINUTES OF THE APRIL 16, 2015 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00015** - Scott McPhail, Dorothy Jacobs-McPhail and Carol Jacobs (applicants) request a City zone change request from GI General Industrial to SF-5 Single family Residential on property described as:

Lot 32, North Wichita Gardens Addition, Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting SF-5-Family Residential (SF-5) zoning on the platted approximately 3.67-acres GI General Industrial zoned site. The site consists of Lot 32 ECX FLDWY CCA-41035, North Wichita Gardens Addition, located on the west side of North Hydraulic Avenue between East 39<sup>th</sup> Street North and the Chisholm Creek Floodway. Lot 32 is developed into 3 parcels, with a single-family residence on each parcel. The applicant is requesting the zone change to allow for refinancing and expansions of the residential structures.

The site was annexed into the city limit between 1981 and 1990. Prior to annexation, Sedgwick County had zoned the property F – Heavy Industrial. In March 1996, the F – Heavy Industrial zoning district was converted to GI. The lot abutting the subject site on the south has a used car lot with improvements that were built in 2010. The original structure on the site is a 1920s bungalow. All other development north of East 39<sup>th</sup> Street North are single family residences built between 1920 and 1950. The property west of the site is used for agriculture and has no improvements. The north and west abutting properties are rights-of-way for I-135, K-254 and the Chisholm Creek Floodway.

**CASE HISTORY:** The site consists of Lot 32, North Wichita Gardens Addition, which was recorded with the Sedgwick County Register of Deeds on July 20, 1922. The quarter section map was revised on June 1, 2001. Staff has received no calls expressing concerns about the proposed duplexes.

**ADJACENT ZONING AND LAND USE:**

NORTH: R-O-W	Rights-of-Way: K-254, I-135 and CCA Floodway
SOUTH: GI	Used car lot
WEST: R-O-W	Rights-of-Way: K-254 and I-135
EAST: GI	Undeveloped, agricultural

**PUBLIC SERVICES:** The site has access to North Hydraulic Avenue, a paved two-lane arterial road. Hydraulic Avenue has 80 feet of right-of-way at this location. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as part of the Wichita 2030 Urban Growth Area. According to plat maps and the 1958 Sedgwick County zoning districts adopted in 1958, Lot 32 was already developed with tow, 1920-era bungalows and a circa 1958 ranch house before the F – Heavy Industrial zoning was applied. When the site was annexed into the city limit, the zoning remained heavy industrial, creating non-conforming uses for the residences that were already built.

**RECOMMENDATION:** This request provides the ability of the current property owners to continue to develop and use the properties for residential purposes as it was used prior to the 1958 Sedgwick County zoning classification. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** Although the site is located in a GI zoned district bordered by I-135 and K-254 rights-of-way (western boundary), the Chisholm Creek Floodway (northern boundary) and GI zoned agricultural land to the east, the development in the area between East 39<sup>th</sup> Street North and the floodway is single-family residences built 1920 and 1950s. The one exception is the development of a used car lot that was updated in 2010 and continues to have the original 1920 bungalow on the property.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The zoning district established at the time the property was annexed into the city limit was a carry-over from the 1958 Sedgwick County zoning district that did not acknowledge the residential use of the area.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The request would not introduce a less intensive use in the immediate area, as there are other single-family residential sites located within two blocks of the site.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** The approval of the zone change to SF-5 would allow the property owners to continue to use the land as it has been for the past 95 years. The current GI zoning does not allow for improvements to be made to the residential structures through traditional financing mechanisms and should the existing building be damaged, GI zoning would not allow residential use to be redeveloped. Approval of the request would limit development by right to single-family residential and some (but not limited to) institutional uses such as a parks, schools and churches.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** According to plat maps and the 1958 Sedgwick County zoning districts adopted in 1958, Lot 32 was already developed with two, 1920-era bungalows and a circa 1958 ranch house before the F – Heavy Industrial zoning was applied. When the site was annexed into the city limit, the zoning remained heavy industrial, creating non-conforming uses for the residences that had been built between 1920 and 1958.
- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**B. JOHNSON** moved, **KLAUSMEYER** seconded the motion, and it carried (11-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2015-00015  
**DATE:** April 15, 2015

On Wednesday, April 15, 2015, the District VI Advisory Board considered a request from Applicant Scott McPhail, Dorothy Jacobs-McPhail and Carl Jacobs for a zoning change to SF-5 Single Family Residents. The Current zoning of the proposed site is GI General Industrial and is located at East 39<sup>th</sup> Street and North Hydraulic.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

**The DAB members voted (7-0) to recommend approval for zoning change.**

Please review this information when **ZON2015-00015** is considered.

City of Wichita  
City Council Meeting  
May 19, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Smarte Carte, Inc.  
Supplemental Agreement No. 3  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreement.

**Background:** Since 1996, Smarte Carte, Inc. (Smarte Carte) has operated on the Airport. In 2004, when the initial agreement reached its conclusion, requests for proposals were solicited for luggage cart providers. At that time, Smarte Carte was the successful proponent, and an agreement was approved by the Wichita Airport Authority (WAA) on October 12, 2004 to continue the provision of this service.

**Analysis:** Smarte Carte is desirous of extending the term of its agreement and providing luggage cart services in the new terminal. Since Smarte Carte is the only known concessionaire that provides self-service luggage carts for airport terminals, this is considered a sole source procurement, and therefore, a Request For Proposals was not conducted. The term of this agreement extension commences on May 1, 2015, and ends April 30, 2018. The luggage cart systems will be located in the baggage claim area and in the parking garage for the new terminal, or in other areas approved by the Director of Airports from time to time.

**Financial Considerations:** The WAA receives five percent of the gross sales from rental of each cart. Twenty-five cents is returned to the user who replaces the cart in the luggage cart systems. Smarte Carte is responsible for the collection of revenues and maintenance of the cart system, at no cost to the WAA. Last year, these fees generated \$449 in revenue for the WAA.

**Legal Considerations:** The supplemental agreement has been reviewed and approved as to form by the Law Department.

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

**Attachments:** Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

By and Between

THE WICHITA AIRPORT AUTHORITY

And

SMARTE CARTE, INC.

Self-Service Luggage Carts  
Wichita Dwight D. Eisenhower National Airport,  
Formerly known as Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 3, dated May 19, 2015 is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as "AUTHORITY" and SMARTE CARTE, INC., hereinafter referred to as "SMARTE CARTE".

Whereas, the parties previously entered into an Agreement dated October 12, 2004 for the provision by Smarte Carte of a self-service luggage cart system for use in the Terminal Building at the airport known at that time as Wichita Mid-Continent Airport, as amended by Supplemental Agreement No. 1, dated June 5, 2007 and Supplemental Agreement No. 2, dated August 25, 2009 (hereinafter collectively referred to as the "Agreement"); and

Whereas, the Authority and Smarte Carte now wish to enter into this Supplemental Agreement No. 3 to extend the term and otherwise amend the Agreement;

Therefore, in consideration of these covenants and agreements, the parties hereto agree as follows:

**1. AIRPORT NAME**

All references to Wichita Mid-Continent Airport in the Agreement shall be replaced with Wichita Dwight D. Eisenhower National Airport.

## 2. TERM

Section 1 – The term of the Agreement shall be **modified** to include the following:

The term of the Agreement shall be extended for a period of three years, commencing May 1, 2015 and ending April 30, 2018.

## 3. PRICING

Section 4 – Pricing of the Agreement shall be **replaced** with the following:

The Director of Airports may, upon Smarte Carte's request, approve changes in the pricing for cart rentals from time-to-time without requiring an amendment to the Agreement. Smarte Carte will dispense a \$0.25 reward for each cart returned to the Cart Management Unit.

## 4. SELF-SERVICE LUGGAGE CART SYSTEM LOCATIONS

Section 5 – Cart Locations of the Agreement shall be **replaced** with the following:

Smarte Carte shall provide three Cart Management Units with a total of 30 luggage carts distributed among the three Cart Management Units. Two Cart Management Units shall be located in the baggage claim area of the Terminal and one in the Parking Garage adjacent to the Terminal. All Cart Management Units shall be capable of accepting credit cards, a variety of coins and bills up to \$5.00, and of remitting change. If mutually agreed by both parties, Smarte Carte shall install such additional carts and Cart Management Units as may be reasonably required from time to time by the Director of Airports without requiring a formal amendment to the Agreement. Modification of existing equipment and carts and/or installation of new equipment and carts shall be at the sole cost of Smarte Carte.

The existing Self-Service Luggage Cart Systems in the existing Terminal shall be removed prior to the decommissioning of the existing Terminal and on the date specified by the Director of Airports at the expense of the Licensee.

**5. SELF-SERVICE LUGGAGE CART SYSTEM RELOCATION**

The Agreement is modified by **adding** the following language:

Authority reserves the right to temporarily or permanently cause relocation of the Cart Management Units and related equipment. It is understood and agreed that if such relocation is required, Authority agrees to furnish space in the Terminal Building, if available, to replace the occupied area. If agreed to by both parties, then relocation of the Cart Management Units may be done without requiring a formal amendment to the Agreement. If the relocation space is unsatisfactory to Smarte Carte, then Smarte Carte may cancel the Agreement.

**6. OTHER TERMS**

It is understood and agreed that all other terms and conditions of the Agreement between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Jeff Longwell, President

By  \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

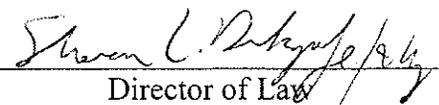
SMARTE CARTE, INC.

By  \_\_\_\_\_

By  \_\_\_\_\_

Title SECRETARY

Title President & CEO

APPROVED AS TO FORM:  Date: 5-4-15  
Director of Law