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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 16, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on July 9, 2013

AWARDS AND PROCLAMATIONS

- Proclamation:

Drums Across Kansas

I. PUBLIC AGENDA

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

1. Doug Ballard - Water issues.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 13)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Amending the Cultural Arts Plan.
(Deferred July 9, 2013)

RECOMMENDED ACTION: Approve the addendum to the Cultural Arts Plan and commit to the continuation of the current level of funding to be reviewed in five (5) years.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Health Care Facilities Refunding and Improvement Revenue Bonds, Presbyterian Manors, Inc. (District VI)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Ordinance authorizing the issuance of Health Care Facilities Refunding and Improvement Revenue Bonds to Presbyterian Manor, Inc., in an amount not-to-exceed \$95,000,000 and authorize necessary signatures.

2. Petition to approve a Community Improvement District for K-96 STAR Bond Project CID. (District II)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on August 6, 2013 for consideration of the establishment of a Community Improvement District.

3. 2012 Comprehensive and Popular Annual Financial Report.

RECOMMENDED ACTION: Receive and file the Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2012 and the Popular Annual Financial Report for Fiscal Year Ended December 31, 2012.

(10:30 or soon thereafter)

4. General Obligation Temporary Note Sale.

RECOMMENDED ACTION: Direct the opening and reading of the bids; award the sale of the Temporary Notes subject to approval of the final sizing of the Notes by the City Manager, his designee or the Director of Finance; and adopt the Note Resolution.

5. 2014 Annual Operating Budget and 2013 Budget Revisions.

RECOMMENDED ACTION: Set the public hearing on the Proposed 2014 Budget (including the Tax Increment Financing Districts and the Self-Supporting Municipal Improvement District) and the revised 2013 Budget for August 13, 2013; authorize publication of the formal public hearing notice; approve first reading of the general budget, TIF district, and SSMID ordinances; and set a maximum amount of taxes levied (\$101,569,480) based on an anticipated mill levy of 32.471 mills (no change from the current mill levy) and an estimated assessed valuation of \$3.126 billion.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 13)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 15, 2013.

- a. Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u> Warren S Yager	<u>2013</u> Club Billiards*	<u>(Consumption on Premises)</u> 925 West Douglas
<u>Renewal</u> Gurinderpal Sira Harinder Pal Sira Mandeep Sira	<u>2013</u> Flying Eagle 2*** Flying Eagle 1*** Flying Eagle***	<u>(Consumption off Premises)</u> 6330 East 21st North 277 South Ridge Road 3405 South West

* Tavern (less than 50% of gross revenues from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

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

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Events - Kidzcope Good Grief 5K Run and Walk. (District VI)
b. Community Events - Black Top Nationals 2013. (Districts I and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:

- a. City/County Agreement for Pump Station No. 14. (District VI)

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

6. Property Acquisitions:

- a. Partial Acquisition of 2925 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- b. Partial Acquisition of 2928 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- c. Partial Acquisition of 2924 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

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

7. Property Conveyance, Rubloff Wichita, LLC. (District VI)

RECOMMENDED ACTION: Adopt the resolution, conditionally approving the Trustee's request to sell property and the execution and delivery of a Special Warranty Deed and Escrow Agreement substantially in accordance with the forms attached to the Resolution as exhibits, and also conditionally approving the execution and delivery of any further documents reasonably necessary to accomplish the sale as requested by the Trustee.

8. 37th Street North, Broadway to Hydraulic. (District VI)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures. Federal funding administered through the Kansas Department of Transportation will require standard agreements to be signed throughout the course of the project. Design needs may require the signing of railroad agreements and compensation for the same.

9. Second Reading Ordinances: (First Read July 9, 2013)

- a. Second Reading Ordinances

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

10. *SUB2013-00023 -- Plat of Sisters of the Immaculate Heart of Mary Addition located south of 37th Street North, on the east side of 167th Street West. (County)

RECOMMENDED ACTION: Approve the document and plat, and authorize the necessary signatures.

11. *A13-04 - Request by Raymond E. Duling Revocable Trust and Duling Family Investments LLC to annex lands generally located one-quarter mile south of MacArthur Road and on the east side of West Street. (District IV)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

12. *Wichita Mid-Continent Airport - Change Order No. 9 - Upgrade Door Security Hardware and Air Handling Units for Air Capital Terminal 3.

RECOMMENDED ACTION: Approve Change Order No. 9 and authorize the necessary signatures.

13. *Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 21, Passenger Boarding Bridges Design - Wichita Mid-Continent Airport.

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

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Amending the Cultural Arts Plan (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Unfinished Business

Recommendation: It is recommended that the City Council approve the addendum to the Cultural Arts Plan and the continuation of the current level of funding for five (5) years with review at that time.

Background: In 2008, a committee comprised of City of Wichita staff, community and civic leaders, philanthropists, educators, and art advocates met with members of the Hugo Wall School of Urban and Public Affairs to update the 1994 City of Wichita Cultural Arts Plan. This plan has provided the framework for the development and implementation of the City's arts funding policies and procedures.

A notable policy developed as a result of the 2008 Cultural Arts Plan was the identification of Group One organizations and the implementation of Operational Agreements between the City and those organizations. Group One City of Wichita organizations are defined by the Cultural Arts Plan as those that have City-owned property or facilities, City employees, or collections which are owned by the City. These organizations include Botanica, Wichita Art Museum, Wichita Historical Museum, Old Cowtown Museum and Mid-America All-Indian Center.

In 2010, the City of Wichita entered into Operating Agreements with four (4) Group One organizations. Old Cowtown Museum does not have an operating agreement with the City because the facility is currently under the management of the Division of Arts and Cultural Services. However, Old Cowtown Museum is held to the same criteria and reporting standards as the other Group One organizations.

The purpose of the Operating Agreement is to define the City's expectations for Group One organizations and to identify anticipated funding amounts for five (5) years which will allow the organizations the ability to create long-term strategic plans.

In addition to the Operating Agreements, the Wichita City Council approved the Cultural Funding Operational Grant program which is a competitive grant application open to arts and cultural organizations within the City of Wichita. An 11 member Cultural Funding committee reviews both the grant applications and the Operating Agreements annually and makes recommendations to the Mayor and members of the City Council on funding amounts and performance for these organizations.

With the anticipated expiration of the current Operational Agreements at the end of 2014, a committee was formed in 2012 consisting of members of the Wichita City Council who are Ex-officio members of the Arts Council, the chair of the Arts Council board of directors, the chair of the Cultural Funding committee, and City staff. The purpose of the committee was to review the current policies and procedures for the Operating Agreements and to discuss the continuation of funding.

As discussions occurred during this review, it became apparent that the Cultural Arts Plan needed to be amended in order to address changes in Group One organization structures, facility maintenance issues and on-going continued arts funding support. On February 5, 2013, City Council voted approval for the committee to move forward with the Cultural Arts Plan Update.

Upon clarification and completion of the proposed amendments, further input and discussion on the proposed amendments was encouraged from all arts and cultural organizations in the City. A general consensus has been achieved on the proposed amended plan from both the committee members and the arts and cultural organizations.

Analysis: It was the determination of the committee that creating transparency and accountability were an important element in the update of this policy and process. As a result, the committee recommends that all City-owned arts and cultural facility operating budgets reside within the Division of Arts and Cultural Services. This would include moving CityArts and its respective budget to a line item under the Division of Arts and Cultural Services. In addition, the committee recommends that these arts and cultural organizations enter into three (3) year Operational Partnership Agreements as part of the Cultural Institutions Grant Program.

These agreements will outline fiduciary and maintenance roles and responsibilities for both the organization and the City. Each agreement will be negotiated individually to address the unique relationship the City has with each facility while outlining performance expectations and maintenance responsibilities.

As part of the transparency discussion regarding the Operational Partnership Agreement for Botanica, the committee had to address where this organization should reside within the City organizational structure. The committee recommends that Botanica remain under the management of the City's Park and Recreation Department and its historic budget for operations and maintenance be moved as a line item from the Division of Arts and Cultural Services to the Parks and Recreation Department. With this move, Botanica will no longer require an Operational Agreement and will no longer be eligible for Cultural Funding.

Other notable changes to the Cultural Arts Plan addendum include:

- A new definition for “arts and cultural organizations” which defines an arts and cultural organization as “an organization that provides education and artistic leadership to the public through the production, exhibition, advancement or preservation of visual or performing art, literature, film, science, natural or cultural history.”
- A restructure of the grant funding process to include:
 - Cultural Institutional Grant Program including organizations which are defined as “arts and cultural organizations owned and/or operated by the City and which produce or perform arts and cultural programs.
 - Cultural Funding Grant Program which would allow arts and cultural organizations within Wichita to apply for grant funding grouped by their annual operating budgets. This will allow like-sized organizations to compete for funding against other like-size organizations.
 - Developing Arts Grant Program which allows small and developing arts organizations to apply for funding.
 - Artist Access Grant Program which is designed to assist practicing, professional and emerging artists residing in Wichita Kansas.
 - Individual Artist Professional Development Program which will be designed to deliver skill-building opportunities to diverse communities of artists who originate works (composers, playwrights, visual artists, choreographers, etc).

Financial Consideration: The committee recommends the continuation of arts funding in an amount equivalent to a mill levy rate. Since the adoption of resolution 06-208 by the City Council in 2004, approximately 1 mill annually has been allocated to cultural arts. With the changes in the definition of

cultural arts entities, the estimated allocation for cultural arts is 1.30 mills in the 2013 Adopted Budget. This represents a re-characterization of General Fund expenditures for cultural arts, by omitting Botanica but including CityArts expenditures, and the entire City support of the Old Cowtown Museum.

This move would reduce the cultural arts mill levy by the percentage historically allocated for Botanica. In turn, the General Fund mill levy would increase to finance the four (4) Botanica staff positions, building insurance expenses and technology costs at Botanica that are included in the 2013 operating budget. These expense items would be fully covered for at least three (3) years, which is the term of the operating agreements contemplated in the plan. The 50-year operating agreement between Botanica and the City, signed in 2009, will remain in effect as written.

The Proposed Budget will include a summary page identifying the cultural arts spending as recommended and the mill levy equivalent rate, and these expenditures will be included as expenditures within the Division of Arts and Cultural Services.

Legal Consideration: The Law Department has reviewed the addendum to the Cultural Arts Plan as to form.

Recommendations/Actions: It is recommended that the City Council approve the addendum to the Cultural Arts Plan and commit to the continuation of the current level of funding to be reviewed in five (5) years.

CULTURAL ARTS PLAN ADDENDUM 2013



July 2013

City of Wichita
Department of Finance
Division of Arts & Cultural Services

Background

The need for updating the 2008 Arts and Cultural Plan arose as a committee comprised of the following was meeting to talk about the upcoming (end of 2014) expiration of the Tier/Group 1 Operating Agreements:

Bob Layton, the City Manager

Council Member Jeff Longwell (ex-officio on the Arts Council)

Council Member Lavonta Williams (ex-officio on the Arts Council)

John D'Angelo, Director of Arts and Culture

Steve Peters, Chair of the Cultural Funding Committee

Sharon Fearey, Chair of the Arts Council

Representative from the City Legal Department

Representative from the City Finance Department

As the committee met, many issues arose regarding such things as maintenance, emerging art groups, ADA requirements, collection ownership, city staff, etc. As the group looked for answers to the questions they were having, it became apparent that there were areas of the 2008 plan that did not allow for 2013 issues. At that time, the group took a step back and decided that City Council approval was needed in order to update the plan.

In the green sheet that went to the City Council on February 6, 2013, the following questions were included as things that might need to be dealt with in the update.

- **Do the current groupings of organizations still apply?**
- **Should new categories be created that look at all the unique qualities of currently funded organizations and group them in a logical and consistent manner to ensure a more equitable distribution of funds?**
- **How should an organization be treated when their circumstances change during the term of the agreement and the organization no longer meets the definition?**
- **What percentage of City subsidy should be optimal for each organization?**

As the committee continued to review the 2008 plan, the members agreed that it was important to achieve clarity and transparency for an organization's facility operations and maintenance budgets. Discussion determined that to achieve this objective, all arts and cultural budgets should reside in one division.

As a result of this discussion, it was determined that the inclusion of Botanica's budget in the arts and cultural budget needed to be addressed since Botanica is under the management of the Park and Recreation Department. Botanica also maintains a separate 501 (C)(3) status as Botanica, Inc. with a Board of Trustees. It became apparent that the current structure has Botanica providing annual performance reporting to yet another City department.

The committee agreed that Botanica should maintain its logical place under the management of the City's Park and Recreation Department and move their operating budget and maintenance support to Parks and Recreation. This move would allow Botanica to maintain the financial and maintenance support that they have historically received from the City but would remove another layer of performance review by another City department. The result of this reorganization will eliminate Botanica from the list of Cultural Institutions and the need to negotiate an Operating Partnership Agreement with the Board of Trustees for annual funding.

The intent of this move would be to reduce the cultural arts mill levy by the percentage historically allocated for Botanica. In turn, the General Fund mill levy would increase to finance the four (4) Botanica staff positions, building insurance expense and technology costs at Botanica that are included in the 2013 operating budget. These expense items would be fully covered for at least three (3) years, which is the term of the operating agreements contemplated in this Plan. The 50-year operating agreement between Botanica and the City, signed in 2009, will remain in effect as written.

Finally, the question was raised regarding the definition of an arts and cultural organization. The committee removed the word "zoological" as they agreed it did not fit the definition of an arts and cultural organization and to add the word "film".

Vision Statement

Arts and culture are essential to vital, healthy urban communities; we recognize that Wichita is home to people from throughout the world whose gifts of art, culture and customs are rich resources to be shared; we acknowledge that arts reflect the character of a city and its inhabitants, and that experiencing arts and culture is nourishing and life affirming; therefore, the mission of the City of Wichita through the Division of Arts and Cultural Services is as follows:

Mission Statement

- To establish a cultural system that ensures that ALL Wichita citizens and visitors have an opportunity to experience the finest in arts and culture.
- To oversee the Division of Arts and Cultural Services, which develops, implements, administers and promotes programs or initiatives that support this mission, and reflect the City's core values of integrity, leadership, innovation, commitment, sensitivity and teamwork.
- To provide the funds and other resources sufficient to ensure the accomplishment of this mission, including efforts that strengthen arts and cultural organizations by envisioning the arts as key elements in the City's Cultural Tourism and Economic Development efforts.
- To work cooperatively with the Arts Council which is designated by the City Council to be the focal point committed to arts and culture and who are representative of the community, to develop and oversee the policies necessary to meet the City's mission and shall include appointed City council members.

Arts and Cultural Organization Definition

“An organization that provides education and artistic leadership to the public through the production, exhibition, advancement or preservation of visual or performing art, literature, film, science, natural or cultural history.”

Guiding Principles for Planning:

- Recognition, preservation and celebration of the City's rich cultural heritage.
- Accessibility to artistic and cultural activities for citizens who might otherwise not be able to participate.
- Advocacy for capital and operating resources for arts and cultural organizations, programs and artists, which serve the community.
- Delivery of services and programs that address the needs of individuals, neighborhoods and

communities.

- Engagement of children, and their families, arts patrons, participants and artists.
- Reward for collaborations and community building between and among arts groups, educational institutions, civic organizations, public agencies and private enterprise.
- Creative expression, with the attendant risks of artistic failure, in a democratic society.
- Stewardship of city-owned and/or operated facilities and investments through long-range planning which addresses and funds capital needs on a continuous basis.
- Transparency that enables citizens or citizen groups to advise the City Council, the Arts Council, the City and the Division of Arts and Cultural Services in the refinement of the mission and in the execution of its policies and programs.
- Excellence that is supported by capital and operating resources for the arts that are equal to or better than those provided by other leading cities in the Nation.

Responsibility for Implementation Of Cultural Policy

Responsibility for the implementation of this Cultural Policy and Program will rest primarily with the Division of Arts and Cultural Services of the City Manager’s office, with the advice of the Arts Council, and with the Wichita City Council providing review and final approval.

A. City Manager shall:

Annually review the Division of Arts and Cultural Services management of arts and cultural programs, activities and facilities located on City property as necessary to carry out the duties and responsibilities assigned to it by City charter and other applicable law.

B. Arts Council with support from Division of Arts and Cultural Services shall:

- Review the Cultural Arts Plan annually at a general meeting and/or retreat at least once every five years, and more often if deemed necessary. The plan will undergo a complete review with input from the City Manager, the Division of Arts and Cultural Services, representative appointed by the Arts Council and approved by City Council and appointed members of the Wichita City Council in order to ensure its continued relevance and proper governance of arts and culture in the City of Wichita.
- Assist the Wichita City Council and the City Manager in developing and/or updating a long-range strategic plan for implementation of the Cultural Arts Plan as requested by the Wichita City

Council, the Wichita City Manager, the Division of Arts and Cultural Services or the Wichita Arts Council.

- Continue to facilitate and provide oversight support for the Cultural Funding committee which will include 11 members; seven (7) appointments by the Wichita City Council and four (4) appointments by the Arts Council. The Chairperson of the committee shall be appointed by the Arts Council. The Cultural Funding Committee shall review and make recommendations on funding allocations for all grant applications except the Cultural Institutions.

Facility Operation Costs

Newly constructed/renovated City-owned facilities managed by the participating cultural organization .

It is the City's intent, subject to annual City Council appropriation and the availability of funds, to assist cultural organizations with certain facility-related costs either on an indirect basis or directly as defined and agreed to in Operating Partnership Agreements with the cultural organization itself. The specific nature of this assistance will be negotiated on a case-by-case basis and included in the Operating Partnership Agreement with each organization.

City services shall be used when necessary to maintain City owned facilities at a minimum level to ensure the organization's:

- Collection is accessible to the citizens of Wichita
- Building is open to the public with adequate heating/air conditioning and is ADA compliant
- The facility is secure with adequate safeguards to protect the collection, staff and building

The City will encourage the following standardized level of services:

- **Maintenance of property site.**
- **Maintenance of City-owned collections (but not collections of plant life).**
- **Structural maintenance of buildings and improvements, to include maintenance of mechanical systems.**
- **Minor improvements to buildings.**
- **Insurance: City will procure and pay for all-risk property insurance for City-owned buildings, City-owned contents and City-owned improvements. The cultural organization may be required by contract to provide additional insurance coverage.**
- **Utilities: gas, electricity, water and sewer, waste disposal, but not telephone.**

Any additional payment that may be provided by the City for the cultural organization's contractual services shall be determined on an annual basis by City Council appropriation upon recommendation of the Arts Council and the City Manager. However, under no circumstances shall the City's annual direct payments to the cultural organization together with indirect support for utilities and structural maintenance exceed an amount greater than of the organization's prior year operating expenses.

Newly constructed/renovated City-owned facilities managed by the City or on behalf of the City by a third party where the participating cultural organization becomes a major tenant:

- City responsibilities will be determined on a case-by-case basis and will be included in the management agreement with the third party organization.

C. Utilization of Existing City-Owned Facilities

The City will enter into Operating Partnership Agreements with cultural organizations for the management of existing City-owned cultural facilities, or may elect to manage such facilities itself. These facilities may be available for use on a rental basis by various cultural organizations and individuals.

D. Cultural Facility Operating Partnership Agreements

All organizations responsible for operating newly constructed, renovated or existing City-owned cultural facilities must enter into Operating Partnership Agreements with the City and follow the Cultural Institution Grants Program. One of the key obligations of these organizations is to demonstrate that they continue to achieve, separate from the City’s assets, increasing levels of financial stability through the growth in their own financial assets for operations, in order to provide for the continuity of its services.

Multiple forms of assistance may be provided by the City through these agreements, subject to annual appropriation by the City Council and the availability of funds. Organizations eligible to apply have operations and activities in Wichita, exclusive of tangible collections owned in part or whole by the City; and/or where City staff are part of the operations; and/or where the facility is owned and/or operated by the City of Wichita.

- **Indirect support** may include maintenance and utilities expenses paid. The cultural organization will include in their Operating Partnership Agreement a five (5) year maintenance plan to ensure that anticipated costs are planned for. The cultural organization will work with the Division of Arts and Cultural Services and various other city departments to identify work that will be provided by these departments to the organization and will include them in the Operating Partnership Agreement.
- **Direct support** to the organization for funding will be provided through **Cultural Institution Grants Program** with Operating Partnership Agreements. Agreement amounts may be tied to administrative, programmatic or facility-related costs and must be a part of the City of Wichita’s annual approved budget.

The **Cultural Funding Operational Grant Program** will provide operational funding for 501 (C)(3) organizations in the City of Wichita who do not have Operating Partnership Agreements with the City or fit the Cultural Institution Grant Program criteria. The objective is to provide fiduciary support to exemplary organizations who contribute to the quality of life and add to the economic growth and vitality of our community.

Operating Partnership agreements will be negotiated on a case-by-case basis. Each agreement will reflect the needs of the City and the cultural organization, and will specify the requirements and performance standards the cultural organization must meet with regard to the Operating Partnership Agreement.

Negotiations will be conducted by the organization's representatives and two members of the City Council who serve as ex-officio representatives to the Arts Council, a member of the Division of Arts & Cultural staff, the chairperson of the Arts Council, the chairperson of the Cultural Funding Committee, a representative from the City Legal and Finance Departments and a City Manager appointee.

The relationship does not create in the City any proprietary or supervisory authority over the organization's other activities unless directly stipulated in the contractual agreement between the City and the organization.

All revenues and private contributions generated by a cultural organization, which has a contract from the City to manage a City-owned facility, will accrue to that specific cultural organization. The City will have no direct claim against these revenues. The City, however, may from time to time, by contractual agreement, assess rental or other appropriate fees for the utilization of City-owned facilities.

The City encourages each cultural organization managing a city-owned facility to develop an operating endowment to cover future operating costs and no less than 3 months operating reserves.

In addition, the City of Wichita provides the following criteria for the organization's benefit in preparing for the annual review process. These criteria will give the organization guidance in preparing an annual State of the Organization report, and notice of the basis the City will use to evaluate the organization's performance for purposes of continuing funding consideration.

Performance Criteria

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

E. Create a 5-year operating forecast and a 10-year capital forecast.

The process of creating and communicating an accurate and well-informed set of agreed-upon forecasts will clarify the specific needs of the cultural organizations, including the potential sources of increased operational revenue and the sources and uses of future capital. Forecasts such as these, within a public/private partnership are essential for the maintenance and health of the partnership. They could be seen as a civic responsibility in order to guarantee and communicate to the public the organization's permanence. The cultural organization must balance its day-to-day operating responsibilities while focusing on building its liquid operating reserves and attract long-term capital for future investments.

Ten (10) year capital forecasts shall be completed with assistance from the staff of the Division of Arts and Cultural Services with support from other City departments. These forecasts will be used for City and organization's planning purposes and will be reviewed and may be subject to change upon renewal of the Operating Partnership Agreements.

F. Cultural organizations must invest in innovative approaches to programming and community outreach that encourages increased participation and attendance by citizens and visitors.

Therefore, consideration should be given to using existing capital to create and sustain innovative programming, which will provide greater access and appreciation to all segments of the community.

Facilities Development and Administration

A. Cultural Facilities Planning Process

The City shall establish a planning process to ensure that:

- The interests of the City are adequately represented in the planning for any City-owned cultural facilities.
- Future City-owned cultural facilities are properly located and designed using LEED program guidelines and/or address efficient use of natural resources and utilities.
- City-owned cultural facilities are utilized, managed and programmed to be responsive to the needs of the local cultural community.
- All proposals for City-owned cultural facilities are given formal and equal consideration.
- The interests of the cultural community as a whole are served by the rational allocation of resources for planning and capital construction.
- A review process exists for the redeployment of city cultural facilities that may be available due to the relocation of a managing organization (i.e. to a new facility) to ensure that existing cultural facilities are available and accessible to the cultural community to the greatest extent possible.
- Projects may be initiated either by cultural organizations or by the City.
- The Division of Arts and Cultural Services, with the advice of the Arts Council, shall be responsible for cultural facility planning for the City and will work with other appropriate City departments to coordinate funding, design and construction of City-owned cultural facilities.
- The City may share planning costs with cultural organizations participating in specific facility projects.
- Final design and implementation plans for any City cultural facility project will be developed following a designation of funding by the City Council. Anticipated users of any new or renovated facility must be well represented throughout the design process to ensure an optimal facility plan. Detailed operating and maintenance plans will be developed, along with any required management agreements, prior to the completion of the facility.
- The Division of Arts and Cultural Services will provide oversight for all cultural facilities, existing and in development, and will undertake annual inspections and evaluations of all City-owned arts facilities for the purpose of identifying capital repair needs.
- The Division of Arts and Cultural Services will work with cultural organizations managing City-owned facilities to ensure that they are ADA compliant and will assist all facilities in achieving maximum accessibility for all citizens.

B. Public/Private Cost Sharing Program for Development and Operation of Cultural Facilities

This program is based upon the following basic principles:

- In order to qualify for the Public/Private Cost Sharing Program, all projects are subject to the review and approval of the Arts Council and Division of Arts and Cultural Services and the City Manager's office prior to project implementation. Participation is not confirmed until approved by the City Council.
- Facilities developed under this program will be constructed and owned by the City. The City may also maintain these facilities.
- Once established and agreed upon, the cost of acquisition of sites will be shared at a percentage to be negotiated.
- The City of Wichita may provide direct payment for services and/or indirect support to each managing organization as part of the general budget process.
- The following public/private cost-sharing principles apply to original construction as well as to additions/improvements to existing facilities:
 - Pre-construction Costs
 - Site acquisition
 - Clearance
 - Construction Costs
 - Preparation of architectural plans and specifications
 - Construction of building and parking
 - Site improvement: access and landscaping
 - Furniture and furnishings – less salvage

The Funding Process

As a result of the policy changes to the 2008 plan, the committee agreed they needed to bring clarity and transparency to the roles and responsibilities between the organizations and the City. The following process addresses the need to protect City assets by providing identified fiduciary and maintenance support. Operating Partnership Agreements will be negotiated with each organization to address both budgetary and maintenance support as well as addressing the unique relationship with each organization.

The new process will also allow for expansion of funding for both emerging and developing arts organizations as well as individual artists.

The Cultural Institutions (CI) Grants Program

The Cultural Institutions (CI) Grants Program is designed to provide stable and substantial funding to fully professional institutions with year-round programs and annual fiscal operations specifically in the City of Wichita, Kansas. The objective of this program is to help support the annual operations of and programming provided to the community and to protect the assets owned by the City of Wichita with the largest, exemplary cultural organizations. In so doing, the City through the Division of Arts and Cultural services reaffirms and carries out its fiduciary responsibility to maximize the impact of investing public tax dollars, and assures the outstanding cultural organizations throughout Wichita and contributes to the City’s overall vitality as a community as well as an attractive tourist destination for retaining and growing business.

CI organizations have a documented history of at least five years of providing high quality programming to large and diverse audiences from across the city and beyond. They also have a documented impact on the local economy and contribute to the growth and development of artistic excellence. These organizations provide a variety of programs to the public, implement outreach endeavors and provide services to a wide range of audiences and/or underserved communities. Programs supported by CI grants are multifaceted and demonstrate a sustained and significant commitment to achieving cultural and/or artistic excellence generally recognized throughout the local community, and within its discipline regionally, nationally and, often, internationally.

The Cultural Institutions Grants Program will operate on a three-year cycle with a full panel review completed in the first year and a more streamlined interim application form and review process for the subsequent two years. Currently designated CI organizations are eligible for renewed funding upon review and approval of the required interim application.

CI organizations will enter into three-year Operating Partnership Agreements in lieu of any current agreements the organization may have with the City. These partnership agreements will define maintenance responsibilities for both partners, outline partnership responsibilities for Capital Improvements and designate operational funding for budgetary purposes. Each partnership agreement will be negotiated on a case-by-case basis to identify and respect the intrinsic differences between the organizations.

Negotiations and the annual comprehensive review will be conducted by the organization’s representatives and two members of the City Council who serve as ex-officio representatives to the Arts Council , a member of the Division of Arts & Cultural staff, the chair of the Arts Council, the chair of the Cultural Funding Committee, a representative from the City Legal and Finance Departments and a City Manager appointee.

The CI Grants Program operates with two categories of eligibility for designation/funding consideration:

Cultural Institutions (CI) Grants Program

The CI Grants Program addresses **arts and cultural organizations** with operations and activities in a facility that is owned and/or operated by the City of Wichita. The organization’s audited annual revenues must be in excess of \$50,000 for at least two preceding years. (This would include: Wichita Art

Museum, Cowtown, Mid-America All-Indian Center, CityArts, Kansas Aviation Museum, Wichita Sedgwick County Historical Museum, Kansas Firefighters Museum and Museum of World Treasures.)

- Organizations requesting funds in this grant category **may not** apply for funds in any other category. ***Support organizations for Cultural Institutions are not eligible to apply in any other grant program.***
- Organizations must enter into a three-year Operating Partnership Agreement in lieu of any current agreements with the City.
- Operating Partnership Agreements must include a ten-year Capital Improvement Plan agreed upon by both partners.
- Operating Partnership Agreements must define and determine a budget for maintenance responsibilities by both partners. The organization's board must provide a maintenance budget for building maintenance they are responsible for such as janitorial, security, event setup, exhibition setup, painting, etc. The City will provide a budget for City maintenance responsibilities such as mowing, HVAC, roof repairs, etc.
- The organization must produce or present arts or cultural programs.
- Organizations must demonstrate how they are protecting the City assets including collections owned by the City.
- Where applicable, organizations must demonstrate how they are utilizing their City Staff and prepare plans on how to maximize the resources to continue demonstrated measurable program outcomes.
- Organization must have full-time professional management and full-time professional cultural/artistic personnel.
- Organization must have a minimum of five years of operations history.
- Organization must present a full season of exhibitions or performances.
- Organization must have full-time professional management and full-time professional cultural/artistic personnel.
- Organization must have a minimum of three years of operations history.
- Organization must present a full season of exhibitions or performances.

Cultural Funding Operational Grants Program

The Cultural Funding Operational Grants Program provides operational funding for 501(C)(3) organizations in the City of Wichita. Cultural Funding organizations must have a documented history of providing high quality programming to a large, diverse audience of at least five (5) years. They must also have documentation supporting their impact on the local economy as well as growth and development of artistic excellence. The objective of this program is to support the annual operations of exemplary cultural organizations while reaffirming the fiduciary responsibility of the City of Wichita for investing tax dollars to develop and sustain the City's overall quality of life and economic vitality.

These grants will be given on an annual basis. The Cultural Funding Operational Grant Program addresses 501(C)(3) **arts and cultural organizations** with extensive public programming and outreach. **Only one application per organization.** **Cultural Funding organizations will be divided based on their annual operating revenues so organizations of similar size compete.** ***Support or-***

ganizations are eligible to apply.

- **Organizations with annual operating budgets of \$500,000 or more.**
- **Organizations with annual operating budgets of \$250,000 to 499,999.**
- **Organizations with annual operating budgets of \$249,999 or less.**
- Organizations requesting funds for Cultural Funding *may also* apply for funds in any other grant program other than Cultural Institutions.
- Primary purpose of the organization must be to produce or present arts or cultural programs.
- Organization must have full-time professional management and full-time professional cultural/artistic personnel.
- Organization must have a minimum of five years of operations history.
- Organization must present a full season of exhibitions or performances.

Organizations who would qualify in Cultural Funding would include Wichita Symphony, Wichita Grand Opera, Music Theatre of Wichita, Orpheum, Arts Partners, Wichita Children’s Theatre and Dance, Tallgrass Film Festival and Chamber Music at the Barn.

Developing Arts Grant Program

The Developing Arts Grant Program (DAG) provides funding and technical assistance support to small and/or developing cultural groups **with annual organizational budgets under \$50,000 that create, present or produce year-round cultural activities and arts programs in Wichita, Kansas** at the grassroots level, including underserved neighborhoods, communities or special populations. ***Support organizations are eligible to apply. Grant awards will not exceed \$10,000.***

- 501 (C)(3) Organizations requesting Developing Arts Grant funds *may also* apply for **Cultural Funding**.
- Applicants to this program must have at least a two year track record of creating, producing or presenting year-round cultural programs and activities.
- Organization must present a full season of exhibitions or performances.
- Primary purpose of the organization must be to produce or present arts or cultural programs.
- Organizations must have full-time professional management and full-time professional cultural/artistic personnel.

Organizations who might apply in the Developing Arts Grants Program include Lyric Opera, Griot’s Storytellers, Wichita Wind Ensembles, Heart of America’s Men’s Chorus, Gallery XII and Fisch Haus.

Artist Access Grant Program

The Artist Access Grants Program is designed to assist practicing, professional and emerging artists residing in Wichita, Kansas. The program provides support for artists to take advantage of specific and exceptional professional development, skill-building opportunities to advance their work and careers as working artists. Funds may be used for such endeavors as: attending advanced workshops, conferences, master classes or seminars; participating in artist residencies; engaging in activities that are specifically capable of advancing or propelling a professional career; etc. This program is not intended to provide assistance in funding project-oriented applications, the costs of creating or producing art or an artwork, equipment purchases, touring engagements or academic or certification conferring endeavors. Grant awards range from \$100 to \$1,000, depending on need

and program specifics.

Individual Artist Professional Development Program

The Professional Development Retreat is designed to deliver skill-building opportunities to diverse communities of artists who originate works (composers, playwrights, visual artists, choreographers, etc.) The goal of this retreat is to provide you, the individual artist, with the tools to organize, plan and sustain your creative career. These intensive weekend-long retreats cover the topics of marketing/public relations and fundraising with a particular emphasis on strategic planning. Interested organizations would apply on an annual basis for this retreat. Professional Development Retreats will be conducted through the Division of Arts & Cultural Services with the addition of outside consultants and experts when needed.

The retreat aims to help you:

- Break patterns of crisis management and increase satisfaction in your art practices and careers.
- Identify, acquire and build skills needed to reach goals with individual projects and/or career objectives.
- Communicate clearly and effectively about your work.

FUNDING FOR THE ARTS—THE FUTURE

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Name	Pieces in Collection	City Owned Collection	Facility size	City Staff	Number of Staff	Valuation
Wichita Art Museum	8,500	Yes	120,000 sq. ft.	Yes	26	\$7,212,460
Botanica	N/A	Yes	26 themed gardens and exhibits, 5 permanent buildings on 7.5 acres	Yes	4	\$6,843,540
Cowtown	10,000	No	Visitor's Center, 54 buildings on 23 acres	Yes	6	\$1,979,380
Mid-America All-Indian Center	3,000	No	26,000 sq. ft building on seven acres	Yes	3	\$2,176,750
Wichita Sedgwick County Historical Museum	70,000	Yes-350 items	40,000 sq. ft. building on half acre`	No	0	\$1,489,650
Kansas Aviation Museum		No		No	0	\$205,170
Kansas Firefighter's Museum		No		No	0	\$185,570
Museum of World Treasures		No		No	0	\$1,198,210
CityArts	N/A	N/A	26,000 sq.ft	Yes	4 plus +or- 30 pt in-structors	\$2,681,170

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Health Care Facilities Refunding and Improvement Revenue Bonds (Presbyterian Manors, Inc.)(District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: On April 16, 2013, the Wichita City Council approved a two year Letter of Intent for Presbyterian Manors, Inc. (“PMI”) to issue Health Care Facilities Refunding and Improvement Revenue Bonds in an amount not-to-exceed \$110,000,000. The bonds will be issued in two separate series in 2013. Bond proceeds will be used to refinance currently existing debt and finance new improvements at several of its facilities throughout the state, including the PMI residential facility located at 4700 W. 13th Street in Wichita. Through a series of interlocal agreements, the City of Wichita has agreed to serve as a “host” bond issuer in order to facilitate consolidated financings of PMI facilities in Kansas. PMI has requested the issuance of the 2013 Bonds in an amount not-to-exceed \$95,000,000.

Analysis: PMI owns and operates 16 retirement facilities in Kansas and Missouri, which have an aggregate of 1,472 licensed adult care beds and 555 additional retirement units. PMI was organized to operate retirement communities and independent living centers, provide other long-term care services for older individuals and disabled persons, and offer accommodations and services especially designed to meet the physical, social, spiritual and psychological needs, and to contribute to the health, security, sense of well-being and usefulness of older individuals and disabled persons.

The 2013 Bond proceeds will be used to refinance outstanding bonds (Series III, 2004 and Series III, 2007), fund new improvements and pay costs of issuance. Approximately \$28,660,000 will be used to fund improvements associated with a major project to reposition the Wichita facility, and \$11,300,000 will be used to construct improvements for the PMI Kansas facilities located in Arkansas City, Kansas City, Lawrence, Newton, Parsons and Topeka.

PMI is requesting bond issuance in an amount not-to-exceed \$95,000,000 while it anticipates the actual issue amount will be lower. The higher request is to insure coverage of any higher costs of issuance or interest expense that might arise due to the volatility of the bond market.

An estimated analysis of the sources and uses of project funds is:

SOURCES OF FUNDS

Principal amount of the Series 2013 Bonds	\$83,915,000
Funds held by Trustee for the Refunded Bonds	<u>4,553,707</u>
TOTAL SOURCES	\$88,468,707

USES OF FUNDS

Redemption of Refunded Bonds	\$38,030,548
Deposit to the Project Fund for Wichita Project	28,660,757
Deposit to the Project Fund for Addl. Capital Projects	11,300,000
Deposit to Funded Interest Fund	1,818,834
Deposit to the Series 2013A Debt Service Reserve Acct.	5,726,240
Deposit to the Series 2013B Debt Service Reserve Acct.	409,688
Costs of Issuance	<u>2,522,640</u>
TOTAL USES	\$88,468,707

B.C. Ziegler and Company in Chicago, Illinois, will underwrite the bonds. The firm of Gilmore & Bell, PC, will serve as bond counsel in the transaction. Presbyterian Manor, Inc, agrees to comply with the Standard Letter of Intent Conditions.

Financial Considerations: Presbyterian Manor, Inc. agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Presbyterian Manor, Inc. is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore no tax exemption is requested in connection with the issuance of Health Care Facilities Revenue Bonds.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Ordinance authorizing the issuance of Health Care Facilities Refunding and Improvement Revenue Bonds to Presbyterian Manor, Inc., in an amount not-to-exceed \$95,000,000 and authorize necessary signatures.

Attachments: Bond Ordinance.

ORDINANCE NO. 49-537

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS, SERIES IV, 2013 (PRESBYTERIAN MANORS, INC.), IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING, EQUIPPING, REIMBURSING AND REFINANCING IMPROVEMENTS TO EXISTING SENIOR LIVING FACILITIES AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a, all, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for the promotion and advancement of physical and mental health, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities and to issue revenue bonds for the purpose of refunding such bonds; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 in the principal amount not to exceed \$85,000,000 and its Taxable Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-B, 2013 in the principal amount not to exceed \$10,000,000 (collectively, the “Series 2013 Bonds”), for the purpose of providing funds, together with other available funds of Presbyterian Manors Inc., a Kansas not for profit corporation (the “Corporation”), to be used (i) to acquire, construct, reconstruct, improve, equip, furnish, repair, enlarge and remodel retirement and health care facilities owned by the Corporation located within the boundaries of the Participants (as defined herein) (the “Project”), (ii) to current refund all of the Issuer’s outstanding Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2004 (Presbyterian Manors, Inc.) (the “Series 2004 Bonds”), (iii) to advance refund all of the Issuer’s outstanding Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2007 (Presbyterian Manors, Inc.) (the “Series 2007 Bonds”), (iv) to fund a debt service reserve fund, (v) to fund capitalized interest on a portion of the Series 2013 Bonds, and (vi) to pay certain costs related to the issuance of the Series 2013 Bonds.

WHEREAS, the Series 2013 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Bond Indenture herein authorized, including revenues from the lease of the Facilities to the Corporation; and

WHEREAS, the Issuer has previously issued the Series 2004 Bonds and the Series 2007 Bonds for the purpose of providing funds to finance or refinance the acquisition, construction and equip retirement and health care facilities owned by the Corporation in Arkansas City, Clay Center, Dodge City, Emporia, Fort Scott, Kansas City, Lawrence, Newton, Parsons, Salina, Topeka and Wichita, Kansas, which have been leased by the Issuer to the Corporation pursuant to a Lease Agreement dated as of December 1, 1990, as amended and supplemented from time to time (the “1990 Lease”); and

WHEREAS, the Issuer has, pursuant to K.S.A. 12-2901 *et seq.*, as amended (the “Interlocal Cooperation Act”), previously entered into interlocal cooperation agreements with the cities of Arkansas City, Clay Center, Dodge City, Emporia, Fort Scott, Lawrence, Newton, Parsons, Salina, Topeka and Wichita, Kansas, and the Unified Government of Wyandotte County/Kansas City, Kansas (the “Participants”) for the purpose of acting as Issuer of, among others, the Series 2004 Bonds and the Series 2007 Bonds; and

WHEREAS, pursuant to the Interlocal Cooperation Act, the Issuer entered into amendments to the existing interlocal cooperation agreements with the Participants for the purpose of extending the term of such agreements; and

WHEREAS, pursuant to such interlocal cooperation agreements, each of the Participants has approved the issuance of the Series 2013 Bonds for the purposes set forth herein; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

(i) a Bond Trust Indenture (the “Bond Indenture”) between the Issuer and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Bond Trustee”), prescribing the terms and conditions of and the provisions for issuing and securing the Series 2013 Bonds;

(ii) a Lease Agreement (the “Lease”) between the Issuer, as lessor, and the Corporation, as lessee, whereby the Issuer will lease the Facilities described therein in consideration of payments by the Corporation of Base Rental Payments (as defined in the Bond Indenture) sufficient to pay the principal of and interest on the Series 2013 Bonds and other payments provided for therein;

(iii) a Bond Purchase Agreement among the Issuer, the Corporation and B.C. Ziegler and Company, Chicago, Illinois, as purchaser of the Series 2013 Bonds;

(iv) a Tax Compliance Agreement among the Issuer, the Corporation and the Bond Trustee; and

(v) an Escrow Deposit Agreement among the Issuer, the Corporation and The Bank of New York Mellon Trust Company, N.A., as escrow trustee.

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

Section 1. Authority to Cause the Project to be Constructed and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas and the State of Kansas and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Bond Indenture and the Lease.

Section 2. Authority to Cause Outstanding Bonds to be Redeemed. The Issuer is hereby authorized to cause the outstanding Series 2004 Bonds and the outstanding Series 2007 Bonds (collectively, the “Refunded Bonds”) to be redeemed the Series 2004 Bonds on a date no later than 90 days after the date of issuance of the Series 2013 Bonds, and to redeem the Series 2007 Bonds on May 15, 2014, in accordance with the provisions of the bond indenture governing the Refunded Bonds and

hereby ratifies, if applicable, the notice of such redemption given or to be given to the owners of the Refunded Bonds.

Section 3. Authorization of and Security for the Series 2013 Bonds. The Issuer is hereby authorized and directed to issue the Series 2013 Bonds, to be designated “City of Wichita, Kansas, Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013” in the aggregate principal amount not to exceed \$85,000,000 and the “City of Wichita, Kansas, Taxable Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-B, 2013” in the aggregate principal amount not to exceed \$10,000,000. The Series 2013 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 in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Bond Indenture, including revenues from the lease of the Facilities. The Series 2013 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 4. Lease of the Facilities. The Issuer shall cause the Facilities to be leased to the Corporation pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 5. Execution of Series 2013 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver them to the Bond Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Bond Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

Section 6. Pledge of the Facilities and Net Revenues. The Issuer hereby pledges the Facilities and the net revenues generated under the Lease to the payment of the Series 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds (as defined in the Bond Indenture) shall be deemed to have been paid within the meaning of the Bond Indenture.

Section 7. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2013 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 8. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, on July 2, 2013.

CITY OF WICHITA, KANSAS

(Seal)

By: _____
Carl Brewer, Mayor

Attest:

By: _____
Karen Sublett, City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for K-96 STAR Bond Project CID (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: The Community Improvement District (CID) Act allows property owners to petition cities or counties to create districts in which certain special taxes, including an additional sales tax of up to 2%, may be imposed within the CID and the resulting revenue can be used to fund certain public and private improvements and the payment of certain ongoing operating costs, relating to development of the districts. In 2010 the City Council adopted a policy which addresses how the City will utilize CID and outlined the City's approval process. The City has approved five CIDs since the program was initiated in 2010, including a CID for the Cabela's store located at K-96 and Greenwich Road in which a 1.2% CID sales tax is imposed, and the revenue from the 0.2% portion is dedicated to improvement of the K-96 interchange.

On March 6, 2012, the City Council established the K-96 Greenwich STAR Bond District for the purpose of assisting in the development of a major commercial, entertainment and tourism project centered on a multi-sport athletic complex, and which includes destination retail stores, hotels, commercial development sites and improvements to the K-96 interchange. On February 5, 2013 the City of Wichita adopted the Phase I STAR Bond Project Plan within the K-96 and Greenwich STAR Bond District, which was approved by the Kansas Secretary of Commerce on June 3, 2013. As part of the approval from the Secretary, the State is limiting the amount of STAR bonds that can be used for the K-96 interchange and asking the City to provide additional funding for the STAR bond debt service. The STAR Bond Developer, K-96 Destination Development, Inc., has agreed to pay special assessment taxes to provide the additional interchange funding, to be reimbursed on a pay-as-you-go basis through imposition of a 1% CID sales tax at the new retail stores.

Analysis: The total cost of the proposed interchange improvements is estimated to be \$9,500,000. Of this amount, The Cabela's 0.2% CID sales tax is projected to fund approximately \$1,000,000 of the costs and the City has \$2,500,000 in the approved Capital Improvement Program ("CIP") for this project. The State will allow the use of STAR bonds to fund \$3,800,000. The balance of the estimated interchange costs (\$2,200,000) will be financed with special assessments levied on a portion of the land being developed. The current land owners, as well as the Developer, have provided a petition for a 1% CID sales tax to be imposed on retail sales occurring within proposed CID boundaries, for the purpose of reimbursing the special assessments.

CID Boundaries: As depicted on the map attached to the attached CID Petition as Exhibit A1, the proposed CID encompasses approximately 168 acres of land on the west side of Greenwich road, on the north and south sides of K-96, including the interchange itself.

Public Purpose Statement: The public purpose of the CID is to encourage significant economic activity in the City of Wichita by facilitating construction of critical infrastructure that will facilitate continued development of a growing corridor within the City, including the construction of a destination tourism attraction within the approved STAR Bond Project consisting of property located within the CID, as well as public improvements needed to provide a full-service interchange at K-96 and Greenwich Road.

Procedure: To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be August 6, 2013. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be paid from the \$5,000 application fee paid by the Developer.

The Developer has requested pay-as-you-go financing. The City will not issue CID bonds for this project. However, interchange costs will be financed in part with general obligation bonds repaid by special assessments levied against benefiting property. Such special assessment payments will be reimbursed on a pay-as-you-go basis with CID sales tax revenue, to the extent available.

CID tax proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the \$5,000 application fee, and disperse the balance of the CID proceeds to the Developer until the eligible costs have been fully reimbursed or the maximum amount identified in the petition (\$8,000,000) has been spent whichever is less, or until the 22-year term has expired,.

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. The form of the petition and resolution has been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on August 6, 2013 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution and Petition

COMMUNITY IMPROVEMENT DISTRICT PETITION

K-96 STAR BOND PROJECT COMMUNITY IMPROVEMENT DISTRICT

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

- 1) We, the undersigned owners of record as below designated of 100% of the land area within the proposed district, excluding the owners of public right-of-way, of Lots, Parcels, and Tracts of real property described as provided in **Exhibits A1** and **A2** do hereby petition the City of Wichita (the “City”) pursuant to the provisions of K.S.A. 12-6a26 et seq., as amended (the “Act”):
 - (a) **General Nature:** The general nature of the proposed community improvement district (“CID”), known as the K-96 STAR Bond Project Community Improvement District (the “**District**”), is to facilitate the construction of a full-service highway interchange (the “**CID Project**”) related to the STAR Bond Project approved under the Kansas STAR Bond Financing Act, K.S.A 12-17,160, *et seq.* for the real property located within the District. The undersigned request the City to assist the CID Project by providing CID financing in accordance with City of Wichita Policy and the Act to finance the construction, maintenance, and procurement of the CID Project within the District, which may include, but are not limited to: infrastructure related items, streets, sidewalks, water management and drainage related items, landscaping, lighting, as well as associated soft costs related to these items, the City’s financing costs (if any) as well as the City’s administrative costs in establishing and maintaining the District.
 - (b) **Public Purpose:** The public purpose of the CID Project is to provide for the construction of critical public infrastructure that will facilitate continued development of a growing corridor within the City, including the construction of a destination tourism attraction within the approved STAR Bond Project consisting of property located within the District.
 - (c) **Estimated Cost:** The estimated cost of the CID Project is **Nine Million Five Hundred Thousand Dollars (\$9,500,000)** of which the maximum CID eligible cost is **Eight Million Dollars (\$8,000,000)**, plus the cost of interest on borrowed money. See attached **Exhibit A3** for a detailed budget.
 - (d) **Proposed Method of Financing:** The proposed CID Project shall be financed through the use of CID sales tax to be expended on the CID Project on a pay-as-you-go basis. The pay-as-you-go financing may also be dedicated by the City to pay any bonds issued related to the STAR Bond Project covering property located within the District, as well as to pay any special assessments levied upon the property within the District related to the CID Project.

- (e) **Proposed Amount of Sales Tax:** The proposed amount of the CID sales tax shall be, and shall not exceed, 1% for 22 years, or until the accrued cost of the CID Project under Section 1(c) above is repaid, whichever occurs first.
 - (f) **Proposed Method and Amount of Assessment:** This Petition does not propose that any special assessments be levied upon property within the District pursuant to the Act.
 - (g) A map and legal description of the proposed CID are attached hereto as **Exhibits A1** and **A2**, respectively.
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
 - 3) Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described herein without regard to benefits conferred by the project.
 - 4) When this petition has been filed with the City Clerk and it has been certified that the signatures hereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district, together with the purchasers of such land area, excluding the owners of public right-of-way. The Governing Body is requested to proceed in the manner provided by statute and City policy.
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[Signatures follow on separate pages.]

IN WITNESS WHEREOF, the below listed party has executed and delivered this Petition as of the date below.

Medical Practice Association Properties, LLC
a Kansas limited liability company

By: Lorene R. Valentine

Name: Lorene R. Valentine

Title: Manager

Date: 6-17-2013

STATE OF Kansas)
) ss.
COUNTY OF Sedgewick)

Be it remembered that on this 17th day of June, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lorene R. Valentine, to me personally known, who being by me duly sworn did say that (s)he is the Manager of Medical Practice Association Properties, LLC, a Kansas limited liability company, and that the within instrument was signed and delivered on behalf of said Medical Practice Association Properties, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

4-7-16
[SEAL]

Jill A. Longstaff
Notary Public in and for said County and State

Print Name: Jill A. Longstaff



IN WITNESS WHEREOF, the below listed party has executed and delivered this Petition as of the date below.

Kensington Gardens, LLC
a Kansas limited liability company

By: *W. Ashley Cozine*

Name: W. Ashley Cozine

Title: Member

Date: June 14, 2013

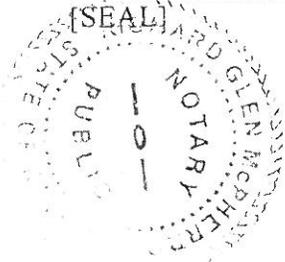
STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Be it remembered that on this 14th day of June, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Ashley Cozine, to me personally known, who being by me duly sworn did say that (s)he is the Member of Kensington Gardens, LLC, a Kansas limited liability company, and that the within instrument was signed and delivered on behalf of said Kensington Gardens, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

10/15/2015



R. Glenn Mitchell
Notary Public in and for said County and State

Print Name: R. Glenn Mitchell

NOTE: The below listed party is the contract purchaser of the real property subject to this Petition, and has accordingly executed this petition indicating his intent to be bound by its terms.

IN WITNESS WHEREOF, the below listed party has executed and delivered this Petition as of the date below.

Rick Worner

Rick Worner

Date: 6/12/13

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12TH day of JUNE, 2013, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Rick Worner, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires:

10/9/13
[SEAL]

NORA C. JACKSON

Notary Public in and for said County and State

NORA C. JACKSON

Print Name: _____

NORA C. JACKSON
Notary Public-Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires Oct. 9, 2013
Commission # 09401396

Exhibit A1 – Map of the Proposed District

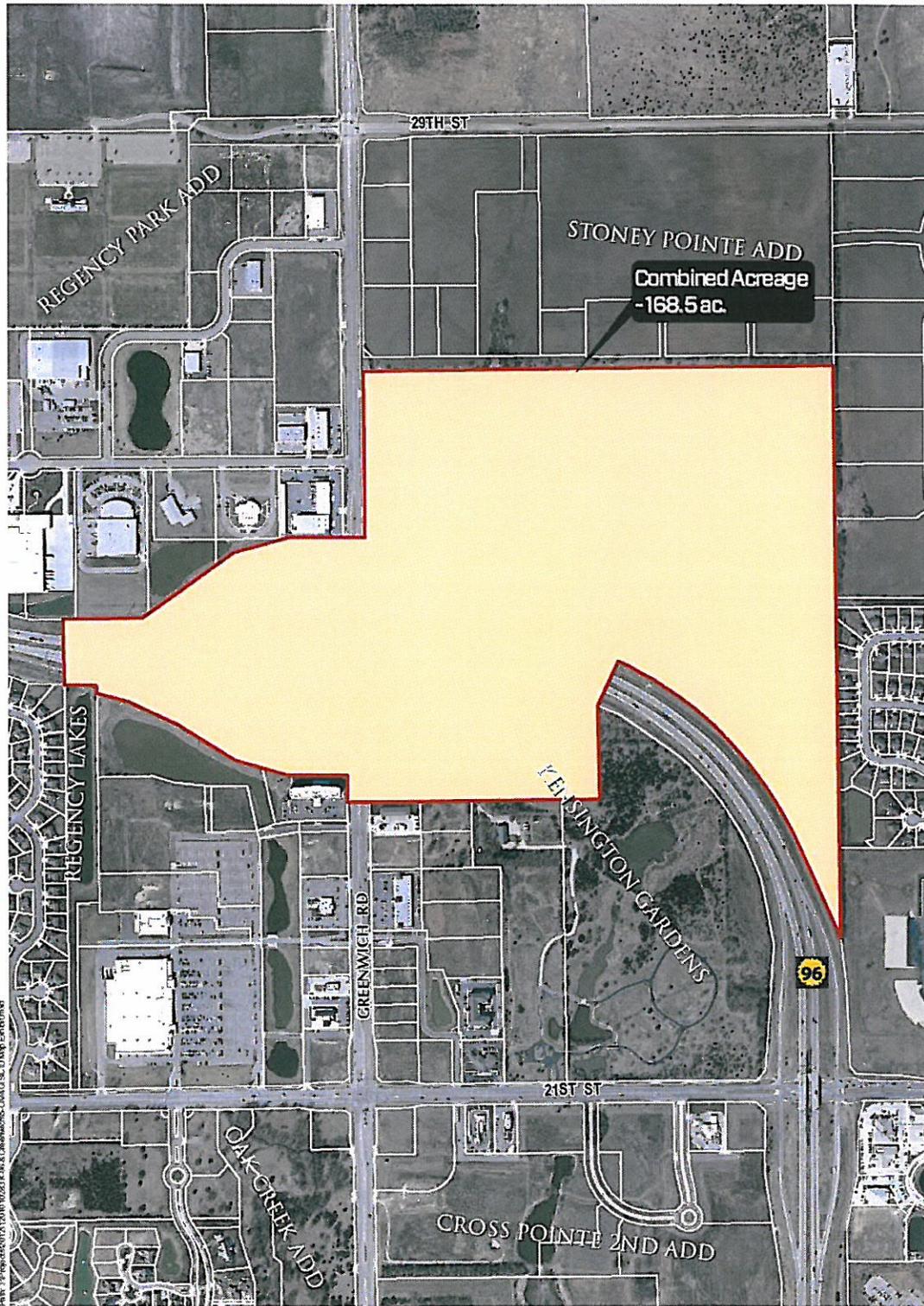


Exhibit A2 – Legal Description of the Proposed District

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve "A", Kensington Gardens, Sedgwick County, Kansas, AND ALSO, Reserve "A", Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve "A", Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3, being coincident with the Northwest corner of Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the West line of said Section 3, being coincident with the West boundary of said addition, S00°32'28"E, 1344.46 feet to a point on a South boundary of said addition; thence along said South boundary, N89°14'33"E, 60.00 feet to a point on said South boundary also being the POINT OF BEGINNING; thence continuing along said South boundary, N89°14'33"E, 2586.39 feet to the Southeast corner of Lot 17, Block 3, of said addition; thence along the southern most West boundary of said addition, S00°35'43"E, 1331.13 feet to the Center of said Section 3, also being the Northwest corner of The Fairmont, an addition to Wichita, Sedgwick County, Kansas; thence along the West boundary of said addition, S00°35'31"E, 1815.57 feet to a point on the North line of Kansas State Highway 96 Road Right-of-Way; thence along the said North Right-of-Way line the following two courses and distances; N24°06'17"W, 532.89 feet to a point on a non-tangent curve to the left, having a radius of 2039.86 feet, a central angle of 41°27'31", a chord bearing of N44°22'20"W, and a chord distance of 1444.03 feet; thence along the arc of said curve a distance of 1476.03 feet; thence S24°53'55"W, 267.55 feet to a point on the South line of said Kansas State Highway 96 Road Right-of-Way; thence S01°00'51"E, 515.78 feet; thence S89°17'45"W, 209.59 feet to the Northeast corner of Lot 1, said Kensington Gardens; thence continuing along a Southerly line of Reserve "A" of said addition, S89°17'45"W, 1052.19 feet to a point on the East line of Greenwich Road Right-of-Way, said point also being the Northwest corner of Lot 10, Block 1, Village at Greenwich Addition, an addition to Wichita, Sedgwick County, Kansas; thence S89°16'10"W, 120.0 feet more or less to a point on the West line of said Greenwich Road Right-of-Way, also being a point on the East line of Lot 7, Block 1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the East line of said Lot 7, N00°43'50"W, 148.40 feet to the Northeast corner of said Lot 7; thence along the North line of said Lot 7; S89°48'24"W, 325.71 feet; thence continuing along said North line and also along the North line of Reserve "A", Regency

(Continued Below)

Exhibit A2 – Legal Description of the Proposed District

(Continued)

Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve "A" the following three courses and distances; N57°43'06" W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve "C", Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve "C"; thence along the North line of said Reserve "C", N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve "C"; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc# FLM/PG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING.

CONTAINING: 7,338,989 square feet or 168.48 acres of land, more or less.

Exhibit A3 – Budget of the CID Project

K-96 Interchange

\$8,000,000

RESOLUTION NO. 13-128

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 ET SEQ., AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the K-96 STAR Bond Project CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "Project"), and the imposition of a CID Sales Tax in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed K-96 STAR Bond Project CID; and

WHEREAS, the proposed K-96 STAR Bond Project CID is located on the east side of Greenwich at the intersection of Greenwich Road and K-96 highway in the Phase I STAR Bond Project Plan area within the K-96 and Greenwich STAR Bond District within the City; and

WHEREAS, the petition proposes that the City impose a one percent (1%) CID Sales Tax within the K-96 STAR Bond Project CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

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

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the K-96 STAR Bond Project CID and the imposition by the City of a one percent (1%) CID Sales Tax within the K-96 STAR Bond Project CID shall be held on August 6, 2013, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed K-96 STAR Bond Project CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed K-96 STAR Bond Project CID is \$9,500,000.

4. The Project within the proposed K-96 STAR Bond Project CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a one percent (1%) CID Sales Tax up to a maximum amount of \$8,000,000 within the proposed K-96 STAR Bond Project CID.

5. A legal description of the proposed K-96 STAR Bond Project CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed K-96 STAR Bond Project CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this 16th day of July, 2013.

APPROVED and **SIGNED** by the Mayor the 16th day of July, 2013.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

PROJECT

The general nature of the proposed projects (the “**Projects**”) is facilitate the construction of a full-service highway interchange related to the Phase I STAR Bond Project Plan within the K-96 and Greenwich STAR Bond District including the construction, maintenance, and procurement of the Projects, which may include, but are not limited to: infrastructure related items, streets, sidewalks, water management and drainage related items, landscaping, lighting, as well as associated soft costs related to the items, and the City’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

LEGAL DESCRIPTION

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve "A", Kensington Gardens, Sedgwick County, Kansas, AND ALSO, Reserve "A", Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve "A", Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

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EXHIBIT B

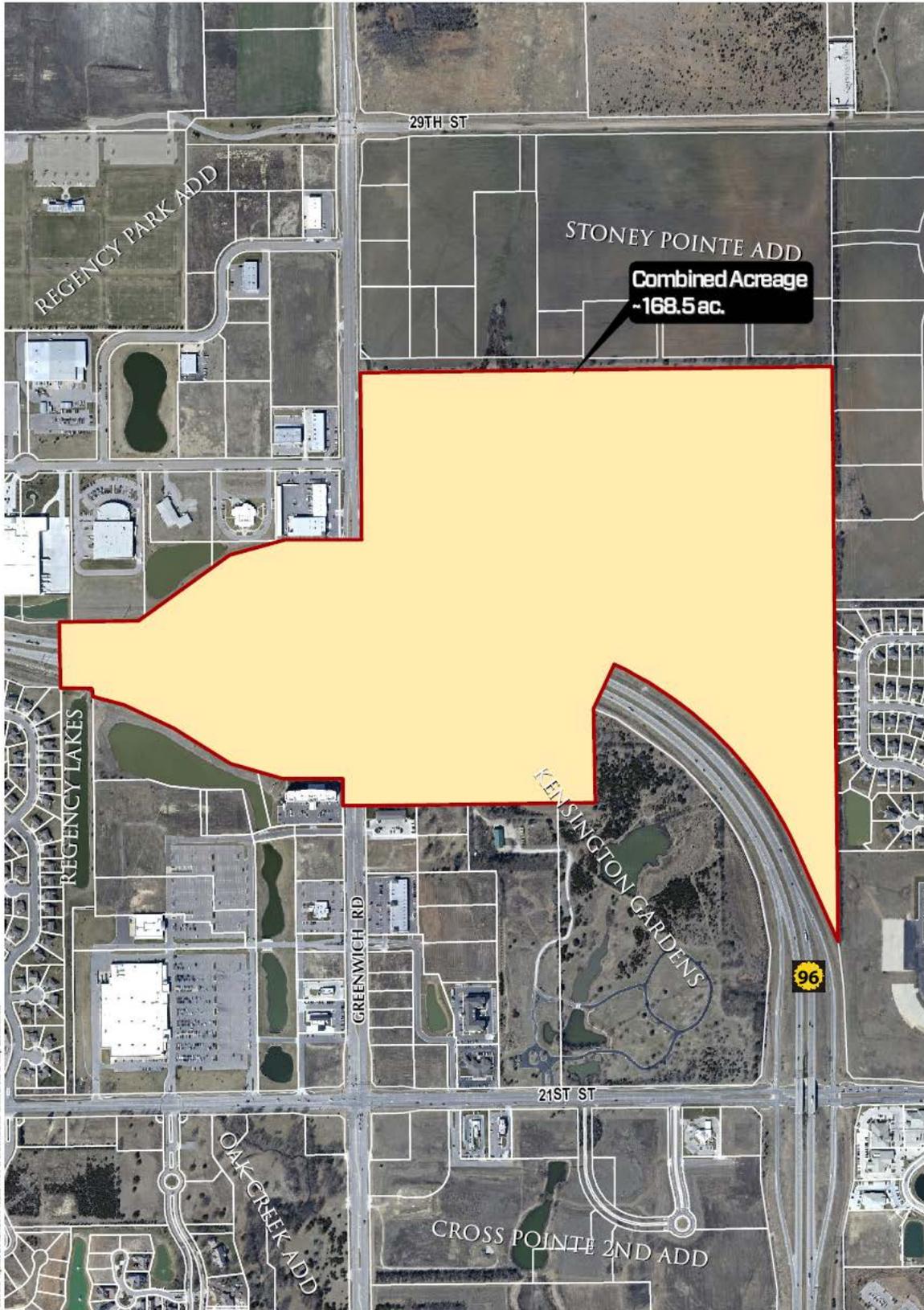
LEGAL DESCRIPTION

(Continued)

Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve "A" the following three courses and distances; N57°43'06" W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve "C", Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve "C"; thence along the North line of said Reserve "C", N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve "C"; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc# FLM/PG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING.

CONTAINING: 7,338,989 square feet or 168.48 acres of land, more or less.

**EXHIBIT C
MAP OF DISTRICT**



**City of Wichita
City Council Meeting
July 16, 2013**

TO: Mayor and City Council Members

SUBJECT: 2012 Comprehensive and Popular Annual Financial Reports

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the reports.

Background: Kansas state law requires an annual audit of all City accounts to be performed by an independent certified public accounting firm. The Comprehensive Annual Financial Report (CAFR) for the year ended December 31, 2012 includes the independent auditors' report on the financial statements that provides their opinion on the basic financial statements, as well as their opinion on other information in the CAFR in relation to the basic financial statements as a whole. Accompanying the CAFR is the Popular Annual Financial Report (PAFR) which is prepared for readers who prefer to review operational and financial information in a summary form. All financial information in the PAFR is based on generally accepted accounting principles and is derived from information in the CAFR.

The CAFR is a financial report that exceeds the minimum requirements for public sector jurisdictions and is compliant with the national standards for local government accounting and reporting. The CAFR is provided to investment banks that market the City's bonds, to bond rating agencies, to secondary market agencies to comply with disclosure requirements of existing debt and future offerings, to granting agencies for award review, to educational institutions for research, other interested parties and citizens.

The Wichita Public Building Commission is considered a component unit of the City of Wichita and is appropriately reflected in the CAFR as part of the financial reporting entity. The City's CAFR provides additional information needed to gain an understanding of the government's financial position, results of operations and cash flows, as well as provides information demonstrating compliance with legally established budgets.

Analysis: The independent certified public accounting firm of Allen, Gibbs & Houlik, L.C. issued its opinion that the presentations that collectively comprise the basic financial statements present fairly, in all material respects, the financial position of the City as of December 31, 2012. This report is included in the Financial Section of the CAFR. A report on audit findings related to internal control and grant compliance is located in the Single Audit Section, along with management's response and corrective action plan.

The Introductory Section of the CAFR includes the City Manager's transmittal letter that reviews the activities of the past year and addresses policy and environmental issues as they relate to the City's future. The Financial Section presents a management discussion and analysis of the activities of the past year, financial schedules at the entity-wide and at the individual fund level for major funds. Other sections of the CAFR present an array of information to assist the reader in understanding the economic environment and the City's financial trends.

2012 Comprehensive Annual Financial Report
July 16, 2013
Page 2 of 2

The Single Audit Section of the CAFR is of particular interest to granting agencies and includes the independent auditors' reports on internal control and compliance with requirements of grant programs, while the specific reporting requirements of the water and sewer revenue bond covenants are included in the Water Utilities Section.

The 2012 Popular Annual Financial Report provides selected summary financial information to readers. Greater detail on financial information is provided in the 2012 Comprehensive Annual Financial Report.

The Government Finance Officers' Association (GFOA) of the United States and Canada awarded Certificates of Achievement for Excellence in Financial Reporting to the City for the 2011 CAFR and for the 2011 PAFR. In order to be awarded a Certificate of Achievement, the reports must be efficiently organized and conform to the program standards. Staff believes that the 2012 CAFR and the 2012 PAFR will meet the GFOA standards for certification and staff has applied for this recognition.

Financial Considerations: The 2012 CAFR reports the financial status of the City's funds as of December 31, 2012.

Legal Considerations: Kansas law requires an annual audit of City financial records by a certified public accounting firm (K.S.A. 75-1122) in accordance with the minimum standard audit program (K.S.A. 75-1123).

Recommendations/Actions: It is recommended that the City Council receive and file the Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2012 and the Popular Annual Financial Report for Fiscal Year Ended December 31, 2012.

Attachments: 2012 Comprehensive Annual Financial Report
2012 Popular Annual Financial Report

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council
SUBJECT: General Obligation Temporary Note Sale
INITIATED BY: Finance Department
AGENDA: New Business

Recommendation: Approve the bid.

Background: The City is offering for sale, one series of general obligation temporary notes (Series 258) in an approximate amount of \$160,000,000 for the purpose of refunding previously issued and currently outstanding temporary notes and to provide interim financing for capital improvements related to Phase II of the Aquifer Storage Recovery (ASR) project for the Water Utility of the City. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or from current revenues of the City available for such purpose.

Analysis: The proceeds from the sale of the Series 258 General Obligation Renewal and Improvement Temporary Notes will be used to provide interim financing for Phase II of the ASR project.

Bids will be accepted electronically through **PARITY** Electronic Bid Submission System on July 16, 2013 until 10:00 a.m. Central Daylight Time in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. The City will award the sale of the notes to the bidder whose proposed interest rate results in the lowest net interest cost.

Financial Considerations: The Series 258 Temporary Notes will mature October 15, 2014 and may be called for redemption and payment prior to maturity on and after April 15, 2014. The temporary notes will be retired using cash, the proceeds of permanent financing bonds, renewal notes and/or from current revenues of the City available for such purpose.

Legal Considerations: The authorizing Resolution has been prepared by Bond Counsel and approved as to form by the Law Department, subject to tabulation and approval of the bid and the insertion of the final sizing approved by the City Manager, his designee or the Director of Finance.

Recommendations/Actions: It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Temporary Notes subject to approval of the final sizing of the Notes by the City Manager, his designee or the Director of Finance; and (3) adopt the Note Resolution.

Attachments: Resolution Authorizing Issuance of Notes

RESOLUTION NO. 13-127

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JULY 16, 2013

**GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES
SERIES 258**

RESOLUTION

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RESOLUTION NO. 13-127

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 258, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the Issuer, has heretofore, pursuant to Resolution No. 10-186, authorized the construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to the City’s water utilities to include, but not be limited specifically to, the Equus Beds Recharge Project, Phase II [W-549] (the “Project”) at an estimated cost of not to exceed \$200,000,000 and authorized the issuance of general obligation bonds to pay such costs, plus interest on borrowed money and financing costs; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Project pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”); and

WHEREAS, the Issuer has heretofore issued its General Obligation Improvement Temporary Notes, Series 240, in the principal amount of \$20,000,000 (the “Series 240 Notes”) to provide interim financing for a portion of the costs of the Project; and

WHEREAS, the Issuer has also heretofore issued its General Obligation Renewal and Improvement Temporary Notes, Series 248, in the principal amount of \$160,000,000 (the “Series 248 Notes”) to retire the Series 240 Notes and provide additional interim financing for a portion of the costs of the Project; and

WHEREAS, all aspects of the Project will not be completed prior to the maturity date of the Series 248 Notes on August 15, 2013, and it is necessary for the Issuer to provide funds to retire the Series 248 Notes and interest thereon by the issuance of additional temporary notes; and

WHEREAS, the Governing Body, at a meeting held in the City this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$160,000,000* to pay a portion of the costs of the Improvements and refund the Series 248 Notes.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123), K.S.A. 10-620 *et seq.* and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, as amended and supplemented from time to time.

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

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

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

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

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Wichita, Kansas.

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

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

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

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

“Dated Date” means August 15, 2013.

“Debt Service Account” means the Debt Service Account for General Obligation Renewal and Improvement Temporary Notes, Series 258 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or,

in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance 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 48-901 of the Issuer.

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Renewal and Improvement Temporary Notes, Series 258 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution as the Project and any Substitute Improvements.

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be April 15 and October 15 of each year, commencing April 15, 2014.

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

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

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

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

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

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

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Renewal and Improvement Temporary Notes, Series 258, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[City, State]
Fax: [Fax]

(d) To the Rating Agency(ies):

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

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

“Notice Representative” means:

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

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

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

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

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

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

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

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

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$_____] [, less an underwriting discount of \$_____] [, less an original issue discount of \$_____].

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

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

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

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

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

“Refunded Notes” means the Series 248 Notes in the aggregate principal amount of \$160,000,000.

“Refunded Notes Paying Agent” means the paying agent for 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 Resolution” means the ordinance and the resolution which authorized the Refunded Notes

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

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

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

“Series 248 Notes” means the Issuer's General Obligation Renewal and Improvement Temporary Notes, Series 248, dated September 15, 2011.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

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

“State” means the state of Kansas.

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

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

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Renewal and Improvement Temporary Notes, Series 258, of the Issuer in the principal amount of \$160,000,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) providing a portion of the funds to retire the Refunded Notes; and (c) pay Costs of Issuance.

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

Stated Maturity	Principal	Annual Rate
<u>October 15</u>	<u>Amount</u>	<u>of Interest</u>
2014	\$160,000,000*	[_____]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 205* hereof.

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

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

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such

Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 205** hereof.

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

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

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

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

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

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

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

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

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

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

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before

Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

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

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

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

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

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

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the

Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated June 18, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity April 15, 2014 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

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

(a) Improvement Fund for General Obligation Renewal and Improvement Temporary Notes, Series 258.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Renewal and Improvement Temporary Notes, Series 258.

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

Section 502. Deposit of Note Proceeds and Other Moneys. The net proceeds received from the sale of the Notes and certain other funds shall be deposited simultaneously with the delivery of the Notes as follows:

(a) The sum of \$[_____], together with funds provided by the Issuer in accordance with subsection (c) hereof, shall be deposited in the Redemption Fund.

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

(c) Simultaneously with the issuance of the Notes, the Issuer shall transfer remaining proceeds of the Refunded Notes to the Redemption Fund.

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

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the

proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

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

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

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

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account;

provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Section 303* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in *Section 901* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

- (a) Extend the maturity of any payment of principal or interest due upon any Note;

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

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

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

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

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

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

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

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within

such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

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

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

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

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

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

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

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on July 16, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 16, 2013, as the same appears of record in my office.

DATED: July 16, 2013.

Karen Sublett, City Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTE
SERIES 258**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: August 15, 2013**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 15 and October 15 of each year, commencing April 15, 2014 (the “Interest Payment Dates”), or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest

This General Obligation Renewal and Improvement Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____ (manual or facsimile)

Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Renewal and Improvement Temporary Notes, Series 258, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

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

By _____

Registration Number: 0709-087-080513-[____]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Renewal and Improvement Temporary Notes, Series 258," aggregating the principal amount of \$160,000,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, 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 Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

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

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

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

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

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange

satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

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

GILMORE & BELL, P.C.

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 15, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

_____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

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

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council
SUBJECT: 2014 Annual Operating Budget and 2013 Budget Revisions
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Set the public hearing date, authorize the notice, and place the ordinances on first reading.

Background: The 2014 – 2015 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Community engagement has been critical to the development of the budget. Staff attended District Advisory Board meetings and met with Wichita Independent Neighborhood members. A community budget meeting was held on June 26, and televised on City Channel 7. Technology has played a role in the engagement process. Budget information and presentations have been posted on the City's website, and a social media town hall was held which generated a significant amount of feedback. Facebook, Twitter and Activate-Wichita have all been utilized as engagement strategies. An employee Ad Hoc committee also participated in the budget development process. The City Council has received the City Manager's Proposed 2014 Budget. The Council will receive public comment at weekly Council meetings.

Analysis: The local operating budget totals \$543,404,122 (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers). Interfund transactions and appropriated reserves increase this amount to \$690,863,229. The inclusion of expendable trust funds, as required by law, is an additional \$84,036,042 increasing the total to \$774,899,271. The 2014 Proposed General Fund budget totals \$214,454,166 (not including appropriated reserves) and is balanced. General Fund reserve levels for 2014 are estimated at \$23,336,963, or 10.9% of expenditures, in accordance with policy.

The General Fund property tax levy is \$74,994,520 (including a delinquency allowance) at an estimated 23.971 mills. The levy for the Debt Service Fund is \$26,574,960 (including a delinquency allowance) and is estimated at 8.5 mills. Combined, the tax levy will total \$101,569,480, at a combined mill levy of 32.471, no change from the levy for the current 2013 Budget. This compares to a total levy of \$101,036,040 and a mill levy rate of 32.471 in the 2013 Adopted Budget.

The SSMID Fund is included in the 2014 Proposed Budget with a property tax levy ~~of is~~ \$564,989 (including a delinquency allowance) at an estimated 6.042 mills. This compares to a total levy of \$568,368 and a mill levy rate of 6.042 in the 2013 Adopted Budget. This mill levy is equivalent to the 2013 mill levy from the SSMID. There are a total of six Tax Increment Financing (TIF) Funds included in the 2014 Proposed Budget. These include two environmental TIFs (Gilbert & Mosley and North Industrial Corridor) and ~~five~~ **four** economic TIFs (East Bank, 21st & Grove, Old Town Cinema, and Northeast Redevelopment). The combined resources of the ~~seven~~ **six** TIF Funds are \$6,154,886, of which \$5,731,894 is derived from property tax increments.

The dollar amounts for fund expenditures or taxes levied, after they are set in the published notice of hearings on the proposed budget, cannot be exceeded, although the City Council may determine

subsequently to reduce the taxes levied or expenditure levels. Formal hearing and adoption of the budget is scheduled for August 13th. After the adoption of the budget, if subsequent actions result in an increase to budgeted expenditure levels, a process of re-publication, including additional public hearings and re-certifications will be required.

In addition to action on the 2014 Budget, it is requested that action be taken to amend last year's 2013 Adopted Budget – as contained in the current proposed budget submitted to the City Council. These increases in the 2013 budget are summarized as follows:

1. The **Sewer Fund** increase of \$2,521,815 reflects **primarily** a change in Governmental Accounting Standards Board (GASB) treatment of bond issuance costs. Previously, these were capitalized and then spread over the term of the bonds in the form of debt service. Under the new rules, these costs are now fully expended in the year of issuance. This has no impact on total issuance costs, only the timing of those costs.
2. The **Water Fund** increase of \$3,144,087 reflects **primarily** a similar change due to GASB rules.

Financial Considerations: Publication of the notice of formal hearing will set the maximum dollars that may be expended in each fund. The City Council may subsequently reduce expenditures required (and proposed tax dollars to be levied) but not increase them.

Legal Considerations: State statutes require the City Council to publish notice of the public hearing scheduled for approval of the annual operating budget and for budget amendments of published funds. This publication must be made at least 10 days prior to the budget adoption public hearing. In addition, this publication must set the maximum proposed tax levies as well as the maximum proposed expenditures (including appropriated balances) from each certified fund. The 2014 Budget is scheduled to be adopted by the City Council on August 13, in compliance with state statute, and to allow the appropriate forms to be filed with the County Clerk by the statutory date of August 25th. The required ordinances will be approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council set the public hearing on the Proposed 2014 Budget (including the Tax Increment Financing Districts and the Self-Supporting Municipal Improvement District) and the revised 2013 Budget for August 13, 2013; authorize publication of the formal public hearing notice; approve first reading of the general budget, TIF district, and SSMID ordinances; and set a maximum amount of taxes levied (\$101,569,480 based on an anticipated mill levy of 32.471 mills (no change from the current mill levy) and an estimated assessed valuation of \$3.126 billion.

Attachments:

Notice of budget hearing – Proposed Budget 2014 Expenditures

Notice of budget hearing – Amending the 2013 Budget

Notice of budget hearing – Proposed Budget 2014 Tax Increment Financing Funds (TIF)

Notice of budget hearing – Proposed Budget 2014 Expenditures - SSMID

Ordinance – Fixing General Tax levy – City of Wichita

Ordinance – Fixing General Tax Levy - Downtown Wichita Self Supported Municipal Improvement District

Ordinance – East Bank Redevelopment TIF

Ordinance – Old Town Cinema TIF

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~~July 17, 2012~~ **July 16, 2013**

~~2013~~**2014** Annual Operating Budget and Revisions to the ~~2012~~-**2013** Budget
New Business

Ordinance – 21st and Grove Redevelopment TIF

Ordinance – Northeast Redevelopment TIF

~~Ordinance – Ken Mar Redevelopment TIF~~

Ordinance – Gilbert and Mosley Site Redevelopment TIF

Ordinance – North Industrial Corridor Redevelopment TIF

NOTICE OF BUDGET HEARING

The governing body of the City of Wichita, Kansas will meet on the 13th day of August, 2013 at 9:00 A.M., in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas for the purpose of hearing objections and answering questions of taxpayers related to the proposed 2014 budget and proposed tax levy, and for considering amendments relating to the 2013 adopted operating budget. Detailed budget information is available at the City of Wichita Department of Finance, 12th Floor, and will be available at this hearing

BUDGET SUMMARY

The "Proposed Budget 2014 Expenditures" and the "Amount of 2013 Ad Valorem Tax" establish the maximum limits of the 2014 budget. The "Estimated Tax Rate*" is subject to change depending on final assessed valuation.

Fund	2012		2013		Proposed Budget 2014		
	Prior Year Actual Expenditures	Actual Tax Rate*	Current Year Estimate of Expenditure	Actual Tax Rate*	Expenditures	Amount of 2013 Ad Valorem Tax	Est Tax Rate*
General Fund	206,494,173	24.839	209,973,682	24.443	228,454,166	74,994,520	23.971
Debt Service	89,268,412	7.520	95,471,019	8.028	96,750,652	26,574,960	8.500
Subtotal tax-supported funds	295,762,584	32.359	305,444,701	32.471	325,204,818	101,569,480	32.471
Homelessness Asst	321,452		382,736		382,736		
Tourism and Convention	6,136,892		6,537,851		8,147,553		
Special Alcohol Programs	1,804,942		1,963,939		1,964,829		
Special Parks and Recreation	1,773,776		1,818,718		1,867,348		
Landfill	840,961		1,229,472		4,283,754		
Landfill Post Closure	656,804		1,295,331		18,256,379		
Building & Construction	4,949,774		6,196,845		6,242,489		
Economic Development	3,163,289		3,789,623		4,321,273		
Sales Tax Construction Pledge	27,462,387		28,045,558		34,685,956		
Downtown Parking	204,063		481,600		1,851,082		
State Office Building	245,573		263,346		641,276		
TIF Districts**	4,533,171		7,033,711		20,166,915		
SSMID**	587,928		622,810		622,810		
City/County Operations	3,418,451		3,627,365		3,703,443		
Cemeteries	48,707		85,842		85,842		
Subtotal special revenue funds	56,148,169		63,374,748		107,223,685		
Airport Fund**	18,929,216		20,420,589		21,102,063		
Golf Fund**	4,259,852		5,551,903		5,641,486		
Transit Fund**	7,404,136		5,858,478		5,958,063		
Sewer Utility	44,059,204		52,554,509		53,215,910		
Water Utility	61,213,355		73,184,102		75,619,706		
Stormwater Utility	9,659,631		10,450,256		16,571,358		
Subtotal enterprise funds	145,525,394		168,019,837		178,108,586		
Information Technology	9,466,909		9,964,897		10,303,405		
Equipment Motor Pool	15,150,142		16,083,298		17,205,747		
Self-Insurance	45,259,485		49,344,026		52,816,989		
Subtotal internal service funds	69,876,536		75,392,221		80,326,141		
TOTAL OPERATING FUNDS	567,312,684		612,231,506		690,863,229		
Less: Interfund transactions	119,122,356		123,096,150		133,459,107		
NET TOTAL	448,190,328		489,135,356		557,404,122	101,569,480	32.471
Expendable Trust Funds	65,293,217		79,739,520		84,036,042		
Total Tax Levied	101,996,852		101,036,040				
Assessed Valuation	3,151,989,088		3,111,573,108		3,126,466,238		
Outstanding Indebtedness, January 1							
	2011		2012		2013		
GO Bonds	518,189,355		525,794,499		558,036,694		
Revenue Bonds	541,014,413		508,350,628		447,335,768		
No-Fund Warrants	0		0		0		
Lease Purchase Principal	0		0		0		
Total	1,059,203,768		1,034,145,127		1,005,372,462		

* Tax Rates are expressed in mills.

** These funds are shown for information purposes only and are either certified separately or are not required to be certified.

Clerk

NOTICE OF BUDGET HEARING

The governing body of the City of Wichita, Kansas will meet on the 13th day of August, 2013 at 9:00 A.M., in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas for the purpose of hearing objections and answering questions of taxpayers related to the proposed 2014 budget and proposed tax levy, and for considering amendments relating to the 2013 adopted operating budget. Detailed budget information is available at the City of Wichita Department of Finance, 12th Floor, and will be available at this hearing.

BUDGET SUMMARY

The "Proposed Budget 2014 Expenditures" and the "Amount of 2013 Ad Valorem Tax" establish the maximum limits of the 2014 budget. The "Estimated Tax Rate*" is subject to change depending on final assessed valuation.

Fund	2012		2013		Proposed Budget 2014		
	Prior Year Actual Expenditures	Actual Tax Rate*	Current Year Estimate of Expenditure	Actual Tax Rate*	Expenditures	Amount of 2013 Ad Valorem Tax	Est Tax Rate*
SSMID	587,928	5.9820	622,810	6.042	622,810	564,989	6.042
TOTAL OPERATING FUNDS	587,928		622,810		622,810		
Less: Interfund transactions	0		0		0		
NET TOTAL	587,928		622,810		622,810	564,989	6.042
Expendable Trust Funds	0		0		0		
Total Tax Levied	533,180		568,368				
Assessed Valuation	94,954,902		94,064,479		93,510,242		
Outstanding Indebtedness, January 1							
	2011		2012		2013		
GO Bonds	0		0		0		
Revenue Bonds	0		0		0		
No-Fund Warrants	0		0		0		
Lease Purchase Principal	0		0		0		
Total	0		0		0		

* Tax Rates are expressed in mills.

Clerk

NOTICE OF BUDGET HEARING

The governing body of the City of Wichita, Kansas will meet on the 13th day of August, 2013 at 9:00 A.M., in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas for the purpose of hearing objections and answering questions of taxpayers related to the proposed 2014 budget for Tax Increment Financing (TIF) Funds and the proposed tax increment. Detailed budget information is available at the City of Wichita Department of Finance, 12th Floor, and will be available at this hearing.

TAX INCREMENT FINANCING (TIF) DISTRICTS BUDGET SUMMARY

The "Proposed Budget 2014 Expenditures" and the "Amount of 2013 Tax Increment" establish the maximum limits of the 2014 budget.

Tax Increment Financing Fund	2012	2013	Proposed Budget 2014	
	Prior Year Actual Expenditures	Current Year Estimate of Expenditure	Expenditures	Amount of 2013 Tax Increment*
Gilbert and Mosley	1,955,734	3,203,004	8,533,338	2,670,040
North Industrial Corridor	225,308	1,654,107	9,456,977	1,165,300
Total Environmental TIFs	2,181,042	4,857,111	17,990,315	3,835,340
East Bank	1,806,647	1,580,000	1,580,000	1,370,000
21st & Grove	165,000	165,000	165,000	144,954
Old Town Cinema	348,868	400,000	400,000	350,000
Northeast Redevelopment	31,615	31,600	31,600	31,600
Total Economic Development TIFs	2,352,130	2,176,600	2,176,600	1,896,554
TOTAL ALL TIFs	4,533,172	7,033,711	20,166,915	5,731,894

*NOTE: The amount of the tax increment for the Economic Development TIFs is estimated and is dependent upon the incremental value of improvements since the base year when the TIF was created. The tax increment for Environmental TIFs is established through the budget process.

Clerk

ORDINANCE NO. 49-540

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE CITY OF WICHITA, KANSAS, FOR THE YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014, AND RELATING THERETO, AND CONCURRENTLY APPROVING CERTAIN AMENDMENTS TO THE 2013 ADOPTED BUDGET.

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

SECTION 1. The City of Wichita, Kansas has adopted a budget requiring \$101,569,480, in general taxes to be levied for the funds as specified below.

There is hereby levied by the City of Wichita, Kansas on all taxable tangible property in the City of Wichita, Kansas, according to the estimated assessed valuation thereof, a mill levy rate for the City of Wichita, Kansas, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or charter ordinance.

SECTION 2. That in accordance with Section 1 hereof, there be and hereby is levied by the City of Wichita, Kansas, upon all the taxable property in the City of Wichita, Kansas, according to the assessed valuation thereof, the following amount for the use of the City of Wichita, Kansas, for the year 2014, which begins January 1, 2014, and ends December 31, 2014, for the following purposes, to wit:

CALCULATION OF TAX DOLLARS TO BE LEVIED

	<u>City of Wichita</u>	<u>Mill Levy</u>
Assessed Valuation	\$3,126,466,238	
Taxes to be Levied:		
General Fund	74,994,520	23.971
Debt Service Fund	<u>26,574,960</u>	<u>8.500</u>
Total:	101,569,480	32.471

SECTION 3. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 4. That the amendments to the 2013 Adopted Budget of the City of Wichita, Kansas, as proposed for consideration and noticed for public hearing concurrently with the proposed 2013 Budget, be, and the same (together with any modifications thereto as may have been made following the public hearing) hereby are, approved and adopted.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
and Director of Law

ORDINANCE NO. 49-541

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE DOWNTOWN WICHITA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established the Downtown Wichita Self-Supported Municipal Improvement District (“District”) by Ordinance No. 44-895 under the authority of K.S.A. 12-1794, et seq., effective March 24, 2001, and the governing body of the City serves as the governing body of the District; and,

WHEREAS, on February 12, 2008, the City of Wichita, Kansas established the term of the District Ordinance to the year 2012, and then automatically for one more year, for each year the City adopts a District budget; and

WHEREAS, pursuant to K.S.A. 12-17,102, the governing body of the District is authorized to levy taxes annually within the District to carry out the purposes of the District; and

WHEREAS, the Downtown Wichita Self-Supported Municipal Improvement District Advisory Board has submitted a proposed budget to the governing body of the District as required by law;

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

SECTION 1. The governing body of the Downtown Wichita Self-Supported Municipal Improvement District (“District”) has adopted a budget requiring \$564,989 in general taxes to be levied for the fund of the District for the year 2014, which begins January 1, 2014, and ends December 31, 2014. The boundaries of the District are as follows:

Beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; North along Washington Street to Central Avenue; West along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; South along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.

And as shown upon the map attached as Exhibit A and made a part of this ordinance.

SECTION 2. There is hereby levied by the governing body of the District on all taxable tangible property in the District, according to the estimated assessed valuation thereof, a mill

levy rate for the District, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or ordinance.

SECTION 3. That in accordance with Section 2 hereof, there be and hereby is levied upon all the taxable property in the District, according to the assessed valuation thereof, the following amount for the use of the District, for the year 2014, which begins January 1, 2014, and ends December 31, 2014, to wit:

	<u>District</u>	<u>Mill Levy</u>
Assessed Valuation	\$93,510,242	
Taxes to be Levied:	\$564,989	6.042

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. It is hereby attested that in order to maintain the public services essential for the citizens of this city, it will be necessary to utilize property tax revenue in an amount exceeding the revenues expended in the budget year 2013. The estimated amount of increased property tax revenue is \$98.

SECTION ~~5~~6. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

**DESCRIPTION OF THE DOWNTOWN SELF-SUPPORTING
MUNICIPAL IMPROVEMENT DISTRICT (SSMID)**

Within the City of Wichita, Sedgwick County, Kansas, beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; north along Washington Street to Central Avenue; west along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; south along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County, Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.



**THE DOWNTOWN SELF-SUPPORTING MUNICIPAL
IMPROVEMENT DISTRICT (SSMID)**

ORDINANCE NO. 49-542

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE EAST BANK REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the East Bank Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the East Bank Redevelopment District, the District being created in 1995; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the East Bank Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2002; and,

WHEREAS, the City has by ordinance expanded the District boundaries, the District boundaries being modified in 2004; and,

WHEREAS, the boundaries of the East Bank Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$1,370,000 of increment funds in ad valorem taxes from the East Bank Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the East Bank Redevelopment District at \$1,370,000 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2014, and December 31, 2014, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the East Bank Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

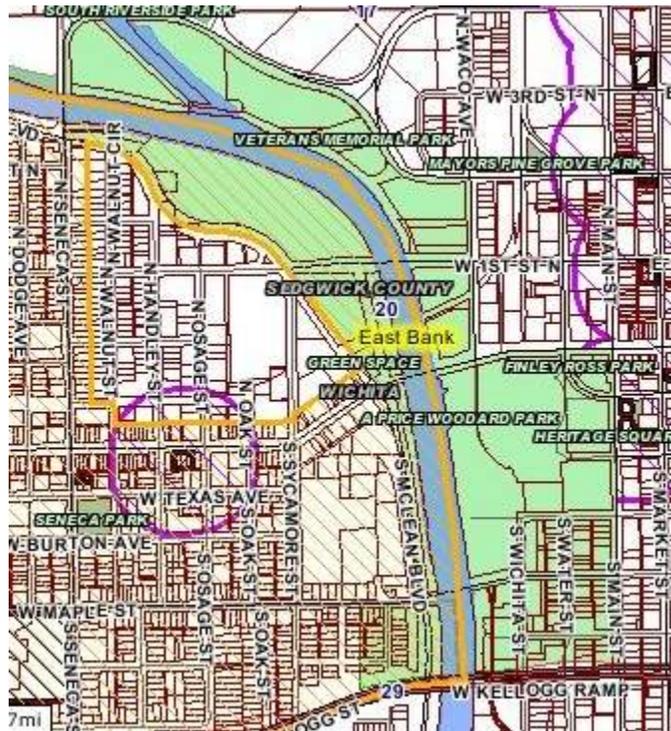
APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE EAST BANK REDEVELOPMENT DISTRICT (TIF DISTRICT #3)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of Main Street and Kellogg Avenue, thence north on Main Street to the intersection of Main Street and Douglas Avenue, thence west on Douglas Avenue to the intersection of Douglas Avenue and Waco Street, thence north on Waco to the intersection of Waco Street and Greenway Boulevard, thence north on Greenway Boulevard to Central Avenue, thence west on Central Avenue to Seneca Street, thence south on Seneca Street to the intersection of Seneca Street and McLean Boulevard, thence south on McLean Boulevard to Kellogg Avenue, thence east on Kellogg Avenue to Main Street, being the point of beginning, plus an approximately five-acre parcel located at the southwest corner of Maple Street and McLean Boulevard.



THE EAST BANK REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #3)

(Published in The Wichita Eagle on August 16, 2013) 037002

ORDINANCE NO. 49-543

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Old Town Cinema Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Old Town Cinema Redevelopment District, the District being created in 1999; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Old Town Cinema Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance reduced the District boundaries, the District boundaries being modified in 2001; and,

WHEREAS, the boundaries of the Old Town Cinema Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$400,000 of increment funds in ad valorem taxes from the Old Town Cinema Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Old Town Cinema Redevelopment District at \$350,000 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2014 and December 31, 2014 including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure

improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Old Town Cinema Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT "A"

DESCRIPTION OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TIF DISTRICT #7)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of East 3rd Street North and Washington Street, thence south along the centerline of Washington Street to the intersection of Washington Street and East 2nd Street North, thence west along the centerline of East 2nd Street North to the intersection of East 2nd Street North and Santa Fe Street, thence north along the centerline of Santa Fe Street to the intersection of Santa Fe Street and East 3rd Street North, thence east along the centerline of East 3rd Street North to the intersection of East 3rd Street North and Washington Street, being the point of beginning.

THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #7)



(Published in The Wichita Eagle on August 16, 2013) 037002

ORDINANCE NO. 59-544

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE 21ST AND GROVE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the 21st and Grove Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the 21st and Grove Redevelopment District, the District being created in 1995; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the 21st and Grove Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2002; and,

WHEREAS, the boundaries of the 21st and Grove Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$144,954 of increment funds in ad valorem taxes from the 21st and Grove Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the 21st and Grove Redevelopment District at \$144,954 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2014, and December 31, 2014, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the

Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the 21st and Grove Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE 21ST AND GROVE REDEVELOPMENT DISTRICT (TIF DISTRICT #5)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of East 21st Street North and Grove Avenue thence south along the center line of Grove Avenue to the intersection of Grove Avenue and Stadium Avenue, thence west along the center line of Stadium Drive to the intersection of Stadium Drive and Madison Avenue, thence south along the center line of Madison Avenue to the point adjacent to the southeast corner of Lot 6 Block A in the J Walter Ross 2nd Addition on Stadium Drive, thence west to the center line of Piatt Avenue, thence north along the center line of Piatt Avenue to the intersection of Piatt Avenue and 21st Street North, thence east along the center line of 21st Street North to a point adjacent to the southwest corner of Lot 1 in the Logopedics Addition on 21st Street North, thence north to the center line of 25th Street North, thence east along the center line of 25th Street North to the point adjacent to the northeast corner of Reserve “C” in the Logopedics Addition, thence south to the center line of 21st Street North, thence east along the center line of 21st Street North to the point of beginning.



THE 21ST AND GROVE REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #5)

(Published in The Wichita Eagle on August 16, 2013) 037002

ORDINANCE NO. 49-545

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTHEAST REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Northeast Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Northeast Redevelopment District, the District being created in 1997; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Northeast Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2003; and,

WHEREAS, the boundaries of the Northeast Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$31,600 of increment funds in ad valorem taxes from the Northeast Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Northeast Redevelopment District at \$31,600 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2014, and December 31, 2014, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of

properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Northeast Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT "A"

DESCRIPTION OF THE NORTHEAST REDEVELOPMENT DISTRICT (TIF DISTRICT #11)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of E 13th St N and N Grove Avenue, thence north along the center line of N Grove Avenue to the point adjacent to the northwest corner of Lot 11 in Marsh's Replat of Getto's 2nd Addition, thence east to the northwest corner of Lot 12 in March's Replat of Getto's 2nd Addition, thence south to the southwest corner of Lot 12, thence east to the center line of N Poplar Avenue, thence south to the center line of E 13th ST N, thence west to the point of the beginning.



THE NORTHEAST REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #11)

(Published in The Wichita Eagle on August 16, 2013) 037002

ORDINANCE NO. 49-546

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE KEN MAR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Ken-Mar Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Ken-Mar Redevelopment District, the District being created in 2008; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Ken-Mar Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the boundaries of the Ken-Mar Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$160,600 of increment funds in ad valorem taxes from the Ken-Mar Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Ken-Mar Redevelopment District at \$160,600 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2014, and December 31, 2014, including principal and interest due on the tax increment financing loan referenced in that certain Amendment to Development Agreement Regarding Revitalization of Ken Mar Shopping Center (Providence Square) dated as of the 4th of October, 2011, which was issued to finance in whole or in part certain acquisition and paving reconstruction expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Ken-Mar Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August, 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT "A"

DESCRIPTION OF THE KEN-MAR REDEVELOPMENT DISTRICT (TIF DISTRICT 14)

All property parcels located between the center line of 13th Street North on the south, the north right of way line of 14th Street North on the north, the center line of Oliver Avenue on the east and the west right of way line of Pershing Avenue on the west, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.



**THE KEN-MAR REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT 14)**

ORDINANCE NO. 49-547

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Gilbert and Mosley Site Redevelopment District under authority of K.S.A. 1990 Supp. 12-1770 *et seq.*, and Chapter 59 of the 1991 Sessions Laws of the State of Kansas; and,

WHEREAS, the City has by ordinance passed upon a 2/3 vote adopted a redevelopment plan for the Gilbert and Mosley Site Redevelopment District, the District being created in 1991; and,

WHEREAS, the City found that the conditions set forth in Section 1(a)(2) of Chapter 59 of the 1991 Session Laws of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Gilbert and Mosley Site Redevelopment District is set on a yearly basis as provided in Section 2(b) of Chapter 59 of the 1991 Session Laws of the State of Kansas; and,

WHEREAS, the boundaries of the Gilbert and Mosley Site Redevelopment District are described in "Exhibit A" attached hereto

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring \$2,670,040 of increment funds in ad valorem taxes from the Gilbert and Mosley Site Redevelopment District (the current boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the Gilbert and Mosley Site Redevelopment District at \$2,670,040 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the Gilbert and Mosley Site Redevelopment District that are anticipated to be incurred between January 1, 2014, and December 31, 2014, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1991, which was the year the Gilbert and Mosley Site Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the Gilbert and Mosley Site Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2014 tax to be levied (published below) establish the maximum limits of the 2014 budget for the Groundwater Contamination Project of the Gilbert and Mosley Site Redevelopment District.

Gilbert and Mosley Site Redevelopment District		Amount To
<u>Revenues:</u>	<u>2014 Proposed Budget</u>	<u>Be Levied</u>
Contributions - potentially responsible parties	110,000	
Motor Vehicle Tax	400	
Cost to be funded by a levy from the Gilbert and Mosley Site Redevelopment District*	<u>2,670,040</u>	<u>\$ 2,670,040</u>
Total Revenues	\$ 2,780,440	
 <u>Expenditures:</u>		
Personal services	0	
Contractuals	1,219,481	
Commodities	48,124	
Capital outlay	0	
Debt service / temporary notes	0	
Reimbursements	193,138	
Environmental remediation projects	<u>7,072,595</u>	
Total Expenditures	\$ 8,533,338	

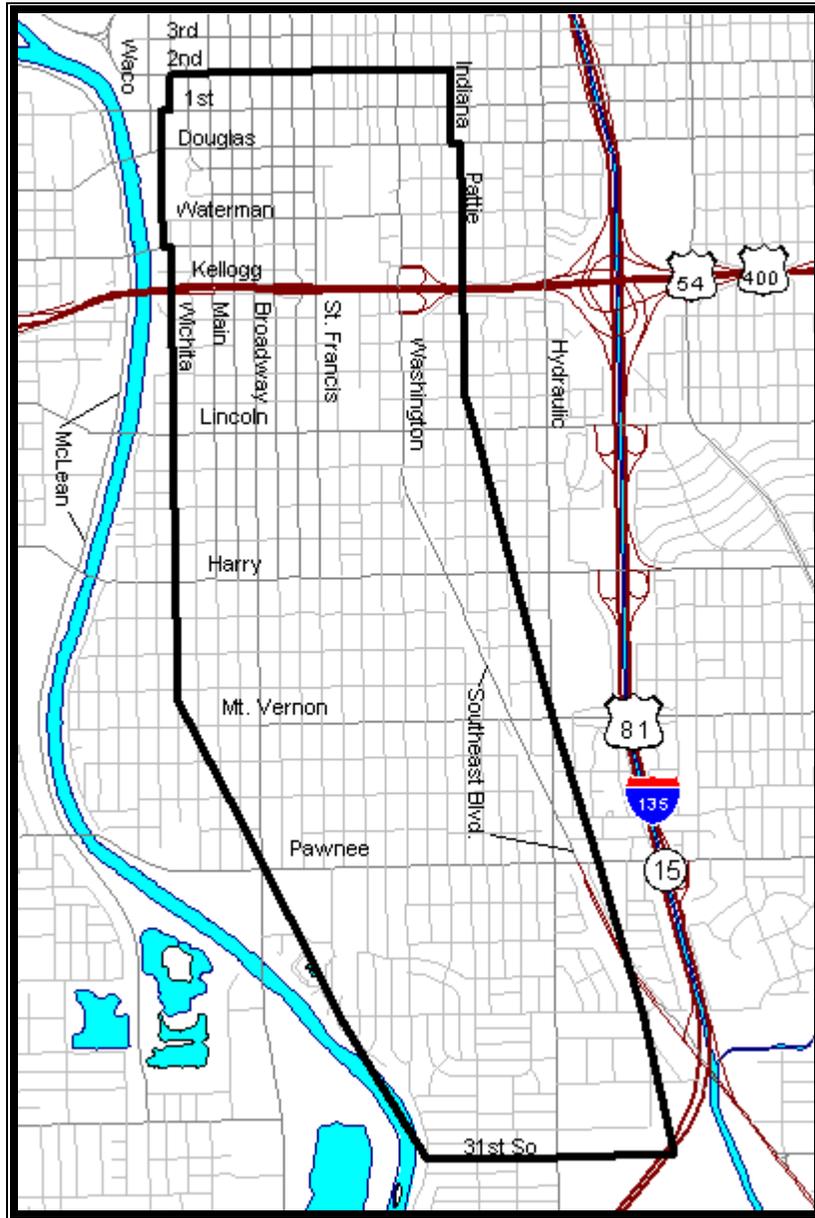
* The Gilbert and Mosley Site Redevelopment District was formed under authority of Ordinance No. 41-446 and K.S.A. 12-1770 *et seq.*

K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

Karen Sublett, City Clerk

**DESCRIPTION OF THE GILBERT AND MOSLEY SITE
REDEVELOPMENT DISTRICT (TIF DISTRICT #1)**

Within the City of Wichita, Sedgwick County, Kansas, bounded on the north by Second Street; on the west by Wichita Street from Second Street to First Street; thence west on First Street to Civic Center Place; thence south on Civic Center Place and Civic Center Place extended to Lewis and Wichita Street; thence south along Wichita Street to Skinner Street; thence southeast including part of the 1900 block of South Wichita Street, the 2000 block of South Water Street, the 2100 block of South Main Street, the 2200 block of South Market Street, the 2300, 2400 and 2500 blocks of South Santa Fe Street; from Santa Fe Street and Greenway Boulevard to 31st Street South and Washington, 31st Street South being the south boundary; thence along 31st Street South to Interstate Highway I-135; thence northwesterly along the east boundary including the 3000 and 2900 blocks of South Madison, Northern and Wassall Streets, west of Madison, Wassall west of Southeast Boulevard, 1805 Glen Oaks Drive, the 2500 block of South Southeast Drive, the 1900 block of East Pawnee, Blake Street west of Minnesota Street, Stafford Street west of Minneapolis Street, the west side of Minneapolis between Stafford Street and Hodson Street, west of Kansas Street between Hodson Street and Mt. Vernon Street, Linwood Park, west of Hydraulic Avenue from Mt Vernon Street to Funston Street, the 1600 and 1700 blocks of South Greenwood, the 1400 and 1500 blocks of South Ellis, the 1200 and 1300 blocks of South Lulu, thence beginning at the 1000 block of Pattie, north along Pattie to Douglas, thence west along Douglas to Indiana; thence north along Indiana to Second Street being the north boundary.



**THE GILBERT & MOSLEY SITE REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #1)**

ORDINANCE NO. 49-548

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014.

WHEREAS, the City of Wichita, Kansas, has previously, by Ordinance No. 43-009, established a Redevelopment District designated as the North Industrial Corridor Redevelopment District under authority of K.S.A. 12-1770, *et seq.*; and,

WHEREAS, the City has by ordinance passed, upon a 2/3 affirmative vote of the governing body, a redevelopment plan for the North Industrial Corridor Redevelopment District, the District being created in 1996; and,

WHEREAS, the City has previously found that the conditions set forth in K.S.A. 1995 Supp. 12-1771(a)(2) did exist and therefore the increment in ad valorem taxes for the North Industrial Corridor Redevelopment District is set on a yearly basis as provided in K.S.A. 12-1771a(b); and,

WHEREAS, the boundaries of the North Industrial Corridor Redevelopment District are described in "Exhibit A" attached hereto

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring \$1,165,300 of increment funds in ad valorem taxes from the North Industrial Corridor Redevelopment District (the boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the North Industrial Corridor Redevelopment District at \$1,165,300 for the year beginning January 1, 2014, and ending December 31, 2014.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the North Industrial Corridor Redevelopment District that are anticipated to be incurred between January 1, 2014, and December 31, 2014, including costs of remediation and investigation, and feasibility studies, operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1996, which is the year in which the North Industrial Corridor Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the North Industrial Corridor Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of August 2013.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2013 tax to be levied (published below) establish the maximum limits of the 2014 budget for the Groundwater Contamination Project of the North Industrial Corridor Redevelopment District.

<u>North Industrial Corridor Redevelopment District</u>		
<u>Revenues:</u>	<u>2014 Proposed Budget</u>	<u>Amount To Be Levied</u>
Motor Vehicle Taxes	200	
Cost to be funded by a levy from the North Industrial Corridor Redevelopment District*	<u>1,165,300</u>	<u>\$ 1,165,300</u>
Total Revenues	\$1,165,500	
<u>Expenditures:</u>		
Personal services	0	
Contractuals	1,459,878	
Commodities	3,961	
Capital outlay	0	
Other	193,138	
Environmental remediation projects	<u>7,800,000</u>	
Total Expenditures	\$9,456,977	

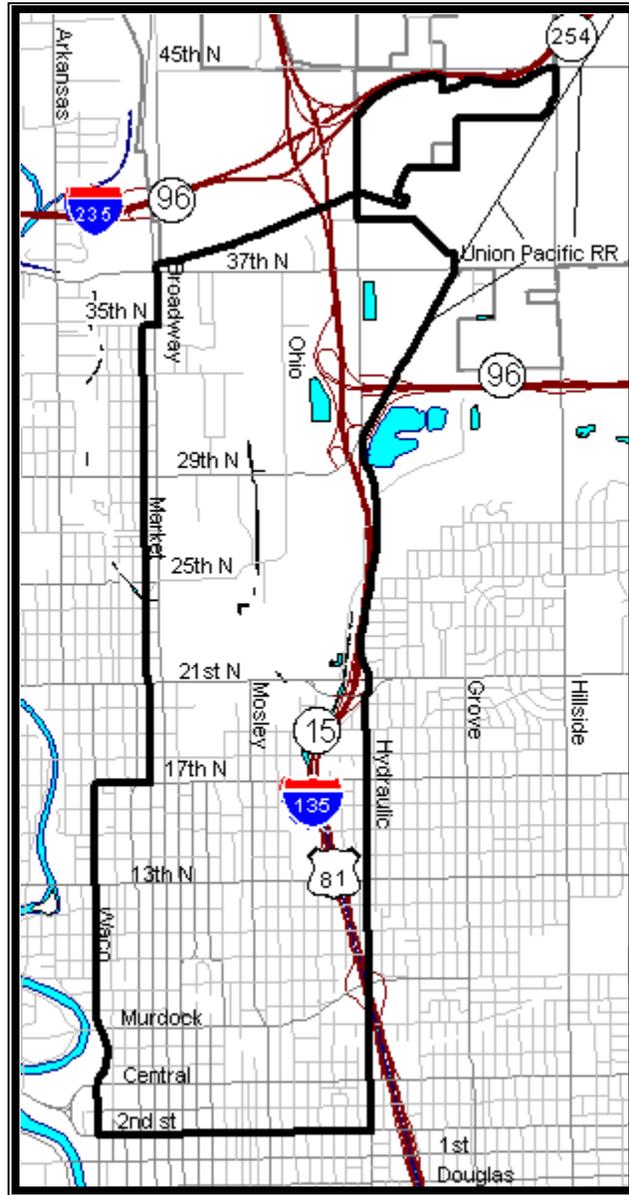
* The North Industrial Corridor Redevelopment District was formed under authority of Ordinance No. 43-009 and K.S.A. 12-1770 *et seq.*

K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

Karen Sublett, City Clerk

**DESCRIPTION OF THE NORTH INDUSTRIAL CORRIDOR
REDEVELOPMENT DISTRICT (TIF DISTRICT #2)**

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of 37th Street North and Broadway Avenue, thence south along the center line of Broadway Avenue to the intersection of Broadway Avenue and 35th Street North, thence west along the center line of 35th Street North to the intersection of 35th Street North and Market Street, thence south along the center line of Market Street to the intersection of Market Street and 17th Street, thence west along the center line of 17th Street to the intersection of 17th Street and Waco Avenue, thence south along the center line of Waco Avenue to the intersection of Waco Avenue and Second Street, thence east along the center line of Second Street to the intersection of Second Street and Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the point where the center line of Hydraulic Avenue intersects the east right of way of Interstate Highway I-135, thence generally north along the east right of way of Interstate Highway I-135 to the point where the east right of way of Interstate Highway I-135 intersects the west right of way of the Union Pacific Railroad, thence generally northeast along the west right of way of the Union Pacific Railroad to the center line of 37th Street North, thence generally northwest and southeast along the boundary line of the corporate limits of the City of Wichita as defined by the boundary resolution of December 19, 1995, to the center line of Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the south right of way of State Highway K-254, thence generally east along the south right of way of State Highway K-254 to the center line of Hillside Avenue, thence generally northeast and southwest along the boundary line of the corporate limits of the City of Wichita to the intersection of 37th Street North and Broadway Avenue, being the point of beginning.



**THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #2)**

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 16, 2013**

- a. 2013 Sanitary Sewer Reconstruction Phase 4 (north of Pawnee, east of Seneca) (468-84877/620639/663014) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,VI) - \$263,000.00
- b. Stormwater Sewer #671 Repair at Harry Street between Hydraulic Avenue and Grove Street Phase I (East Harry Street and South Hydraulic Avenue) (468-84896/133116/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$43,500.00
- c. 2013 Contract Maintenance Street Repairs Ph 1 (north of 63rd Street South, east of 135th Street West) (472-85093/132726/636246/620631/133116/132726/771633/663006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$522,200.00

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Kidzcope Good Grief 5K Run & Walk (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Jerry Jones, Kidzcope, Inc., is coordinating the Kidzcope Good Grief 5K Run & Walk with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kidzcope Good Grief 5K September 2, 2012 5:30 pm – 8:30 pm

- 1st Street, Emporia Street to Mosley Street
- Rock Island Street, 1st Street to 2nd Street
- 2nd Street, Rock Island Street to Mead Street
- Emporia Street, Central Avenue to Douglas Avenue
- Douglas Avenue, Emporia Street to St. Francis Street, west bound curb side lane
- St. Francis Street, Douglas Avenue to 2nd Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Black Top Nationals 2013 (Districts I and VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Carl Raines, Black Top Nationals Director is coordinating the Black Top Nationals 2013 with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Black Top Nationals 2013 August 22, 2013 5:30 am – August 25, 2013 11:00 pm

- Water Street, Waterman Street to Dewey Street
- Lewis Street, Water Street to Wichita Street

Black Top Nationals 2013 August 23, 2013 12:00 pm – August 25, 2013 11:00 pm

- Douglas Avenue, Main Street to Water Street
- Douglas Avenue, Water Street to Waco Street
- Douglas Avenue, Waco Street to McLean Boulevard
- McLean Boulevard, Maple Street to 2nd Street
- Tlaine pantla Drive, Century II Drive to Cancun Drive
- Cancun Drive, Century II Drive to English Street
- Waco Street, 2nd Street to Douglas Avenue, access to Drury Plaza Hotel Broadview, Century II and Hyatt Regency Wichita at all times.
- Waterman Street, Main Street to Water Street, east bound Waterman access to Hyatt Regency Wichita hotel and parking garage at all times.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1)

Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council Members

SUBJECT: City/County Agreement for Pump Station No. 14 (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the City/County Agreement.

Background: Sedgwick County constructed Pump Station No. 14 located at 7453 West 45th Street North as part of the North Ridge Road paving improvements in 2010. The pump station discharges stormwater to the Little Slough to alleviate local street flooding. The City of Wichita was consulted during the design and construction of the pump station with the intention that the design would be compatible with how the City operates and maintains its stormwater pump stations. In 2011, City staff participated in the station's startup and has since been operating and maintaining the station on behalf of Sedgwick County. All costs associated with the pump station, including City staff time, materials, equipment and utilities have been billed to Sedgwick County Public Works on a quarterly basis.

Analysis: In 2012, the City expended \$31,604 to operate and maintain the pump station. Staff is requesting that future Stormwater Utility operating budgets be increased by \$25,000 to cover electricity and material expenses for the pump station. Staff is also requesting a onetime \$60,000 increase in the Stormwater Utility's operating budget to fund contractual improvements that must occur at the pump station. These improvements will be completed by the City and invoiced to Sedgwick County. A copy of the quote for the improvements from the contractor that constructed the station is attached as Exhibit A of this agenda report. A portion of the drainage area being served by the station is within the City limits and the City's benefit area is expected to grow over time.

Financial Considerations: Sedgwick County has agreed to reimburse the Stormwater Utility for maintaining and operating the pump station. The agreement authorizes City staff to bill Sedgwick County for these costs including, but not limited to utilities, labor, equipment, parts, supplies, grounds maintenance, property insurance and pest control on a quarterly basis. Sedgwick County has reimbursed the City 100% of these costs prior to the approval of this agreement and will continue to do so until such time as the City annexes the Ridge Road right-of-way and the pump station property is deeded to and accepted by the City of Wichita. At that time, the City will begin to pay for 100% of the cost to operate and maintain the pump station and its collection system.

Budget adjustments not to exceed \$85,000 may be necessary to finance this agreement.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the City/County Agreement, approve budget adjustments not to exceed \$85,000, and authorize the necessary signatures.

Attachments: City/County Agreement.

CITY OF WICHITA
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2925 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2925 North Amidon consists of 500 square feet for road right-of-way and 160 square feet for a temporary construction easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however there is mature landscaping, trees and a fence within the proposed right-of-way.

Analysis: The proposed acquisition was valued at \$730, or \$1.25 per square foot for the right-of-way and \$100 for the temporary easement. Not included in the land value are the damages to the mature landscaping, removal of trees, and the replacement of the fence. The seller agreed to accept the appraised offer plus an additional \$3,570 (for a total of \$4,200) to recreate remove and replace the landscaping and fencing.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$4,700 is requested. This includes \$4,200 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: June 25, 2013

COUNTY: Sedgwick TRACT NO.: 0027

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 25 day of June, 2013, by and between

Taunya J. Looney

2925 N Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

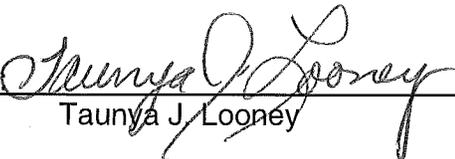
The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
<u>500</u> (Sq. Ft.)	\$	<u>630.00</u>
Damages:		
<u>Trees and fencing</u>	\$	<u>3,570.00</u>
Temporary Easement for construction:		
<u>160</u> (Sq. Ft.)	\$	<u>100.00</u>
Permanent Drainage Easement for construction:		
<u>N/A</u> (Sq. Ft.)	\$	<u>N/A</u>
Improvement & Buildings acquired with right of way:		
<u>N/A</u>		
TOTAL:		\$ <u>4,200.00</u>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Taunya J. Looney

By: 
Taunya J. Looney

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

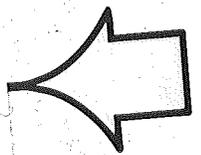
Taunya J. Looney

If mortgage or other liens, show names of holders:

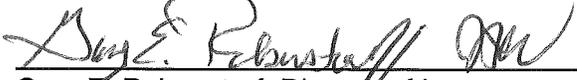
None found

REMARKS:

PIN/APN 00113926
Security Title File Number 2068397



APPROVED TO FORM:


Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

LOONEY TAUNYA J
 2925 AMIDON
 WICHITA KS 67204-4907

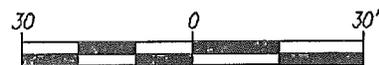
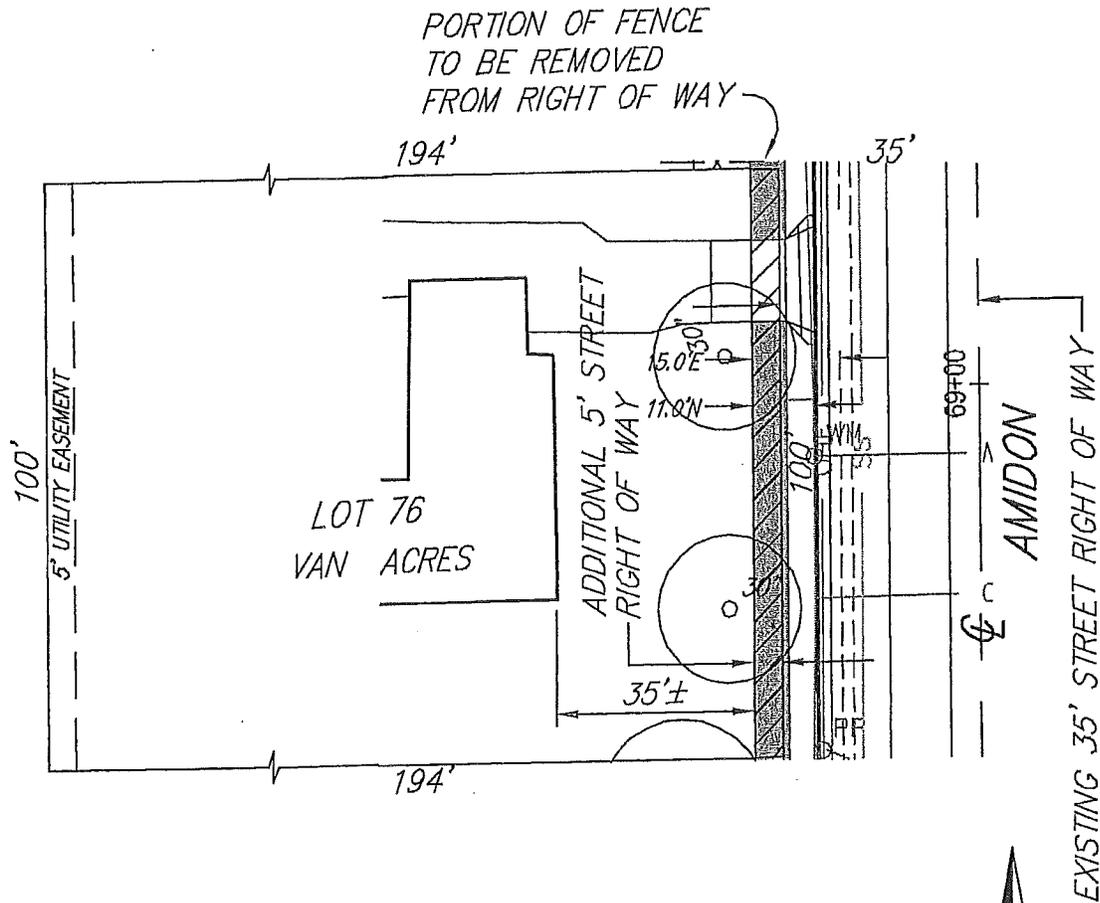
A 13887

Right Of Way Area: 500 Sq. Ft.±
 0.01 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
 Engineering, Surveying, Land Planning

924 North Main (316) 264-8008
 Wichita, Kansas 67203 (316) 264-4621 fax
 www.rbkansas.com E-mail: info@rbkansas.com

3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOONEY TAUNYA J
2925 AMIDON
WICHITA KS 67204-4907

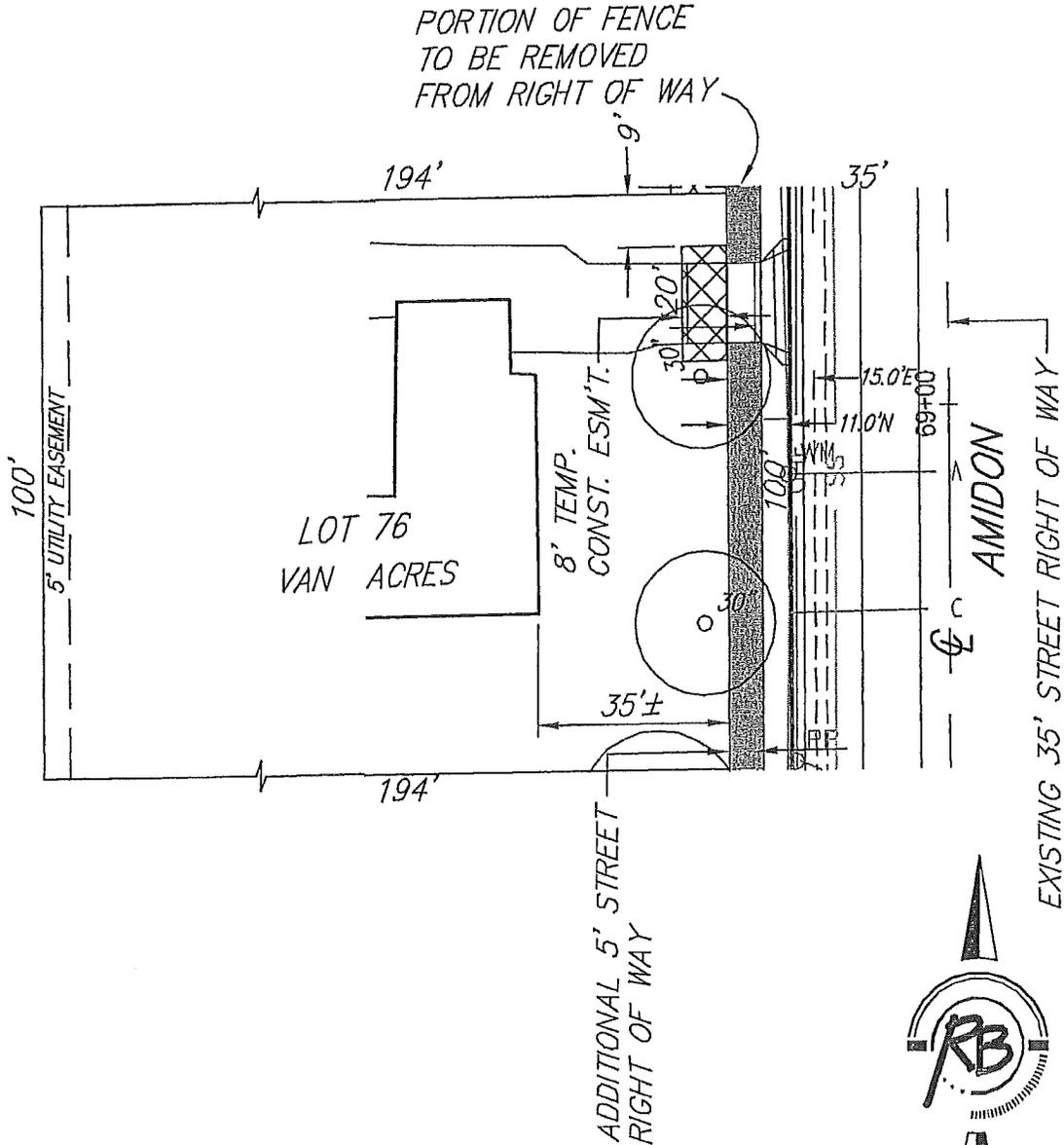
A 13887

Easement Area: 160 Sq. Ft.±
0.004 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

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Wichita, Kansas 67203
www.rbkansas.com

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(316) 264-4621 fax
E-mail: info@rbkansas.com

3647T



A 13887

2925 N Amidon



Printed: 11/15/2012 10:23:42 A

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CITY OF WICHITA
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2928 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2928 North Amidon consists of 1,123 square feet for road right-of-way and 1,123 square feet for a temporary construction easement. The taking is a ten foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however there is mature landscaped berm and trees within the proposed right-of-way.

Analysis: The proposed acquisition was valued at \$7,400, or \$0.80 per square foot for the right-of-way, \$100 for the temporary easement, and \$6,400 for the landscaping. The seller agreed to accept the appraised offer for the land plus an additional \$2,600 (for a total of \$10,000) to recreate remove and replace the landscaping. The additional compensation is based on an estimate to perform the work.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$10,500 is requested. This includes \$10,000 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____
COUNTY: Sedgwick TRACT NO.: 0028

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 29 day of June, 2013, by and between

Roger O. Moen, Trustee of the Roger O. Moen Trust under Trust Agreement dated May 2, 1995

2928 N Amidon, Wichita, KS 67204
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
1,123 (Sq. Ft.)	\$	900.00
Damages:		
Berm Area, Landscaping	\$	9,000.00
Temporary Easement for construction:		
1,123 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A

Improvement & Buildings acquired with right of way:
 N/A

TOTAL: \$ 10,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Roger O. Moen, Trustee of the Roger O. Moen Trust under Trust Agreement dated May 2, 1995

By: 
 Roger O. Moen, Trustee

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Roger O. Moen, Trustee of the Roger O. Moen Trust under Trust Agreement dated May 2, 1995

If mortgage or other liens, show names of holders:

None found

REMARKS:

PIN/APN 00114063
 Security Title File Number 2068399

APPROVED TO FORM:

 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


 Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

MOEN ROGER O TRUST
 2928 AMIDON
 WICHITA KS 67204-4908

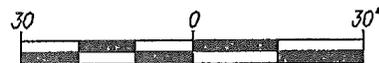
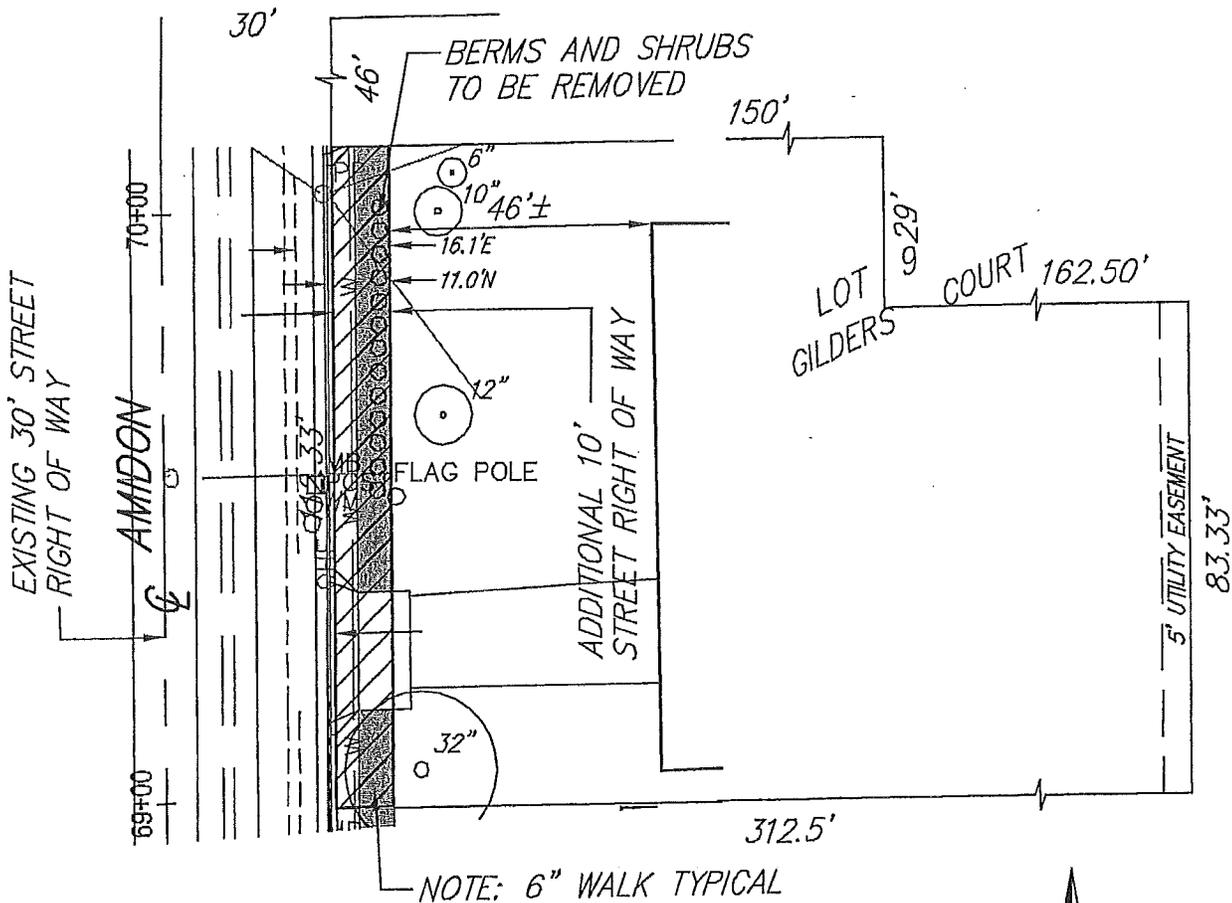
A 14022

Right Of Way Area: 1,123 Sq. Ft.±
 0.03 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

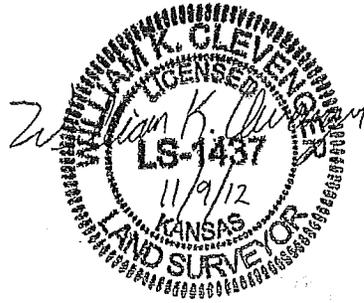
924 North Main
 Wichita, Kansas 67203
 www.rbkansas.com

(316) 264-8008
 (316) 264-4621 fax
 E-mail: info@rbkansas.com

3647T

A 14022 - Right of Way

The west 10.00 feet of Lot 9, EXCEPT the north 46.00 feet thereof, Gilders Court, Sedgwick County, Kansas.



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

MOEN ROGER O TRUST
 2928 AMIDON
 WICHITA KS 67204-4908

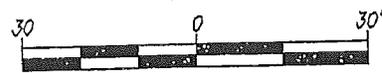
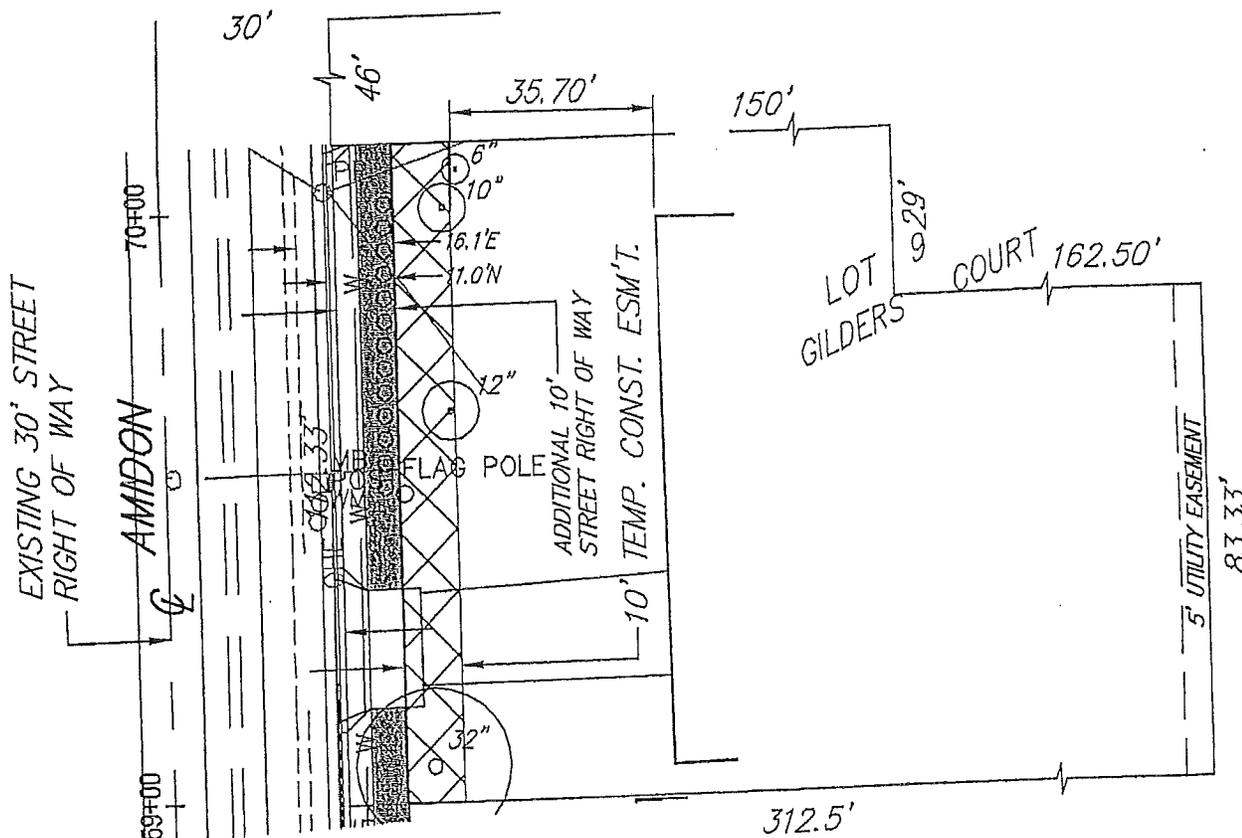
A 14022

Easement Area: 1,123 Sq. Ft.±
 0.03 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



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 Engineering, Surveying, Land Planning
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 Wichita, Kansas 67203 (316) 264-4621 fax
 www.rbkansas.com E-mail: info@rbkansas.com

3647T

A 14022 – Temporary Construction Easement

The east 10.00 feet of the west 20.00 feet of Lot 9, EXCEPT the north 46.00 feet thereof, Gilders Court, Sedgwick County, Kansas.



A 14022

2928 N Amidon



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2924 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2924 North Amidon consists of 833 square feet for road right-of-way and 150 square feet for a temporary construction easement. The taking is a ten foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however there are mature landscaped, trees, fencing, and sprinklers within the proposed right-of-way.

Analysis: The proposed acquisition was valued at \$1,140, or \$1.25 per square foot for the right-of-way, \$100 for the temporary easement. The seller agreed to accept the appraised offer for the land plus an additional \$3,360 (for a total of \$4,500) to include damages and cost to cure items such as fencing, landscaping, mature trees, and sprinkler system.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$5,000 is requested. This includes \$4,500 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: 07/02/2013

COUNTY: Sedgwick TRACT NO.: 0026

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 2 day of July, 2013, by and between

Idelfonso D. Amaya

2924 N Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way: 833 (Sq. Ft.)	\$	1,040.00
Damages Including but not limited to Fencing, landscaping trees, bushes, lawn Irrigation and sprinklers:	\$	3,360.00
Temporary Easement for construction: 150 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction: N/A (Sq. Ft.)	\$	N/A
Improvement & Buildings acquired with right of way: N/A		
TOTAL:		\$ 4,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Idelfonso D. Amaya

By: *Idelfonso D. Amaya*
Idelfonso D. Amaya

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Idelfonso D. Amaya

If mortgage or other liens, show names of holders:

INTRUST Bank, N.A.

REMARKS:

PIN/APN 00114066
Security Title File Number 2068395

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:
Gerald Cain
Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

ANAYA IDELFONSO D
 2924 N AMIDON
 WICHITA KS 67204-4908

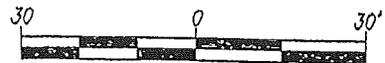
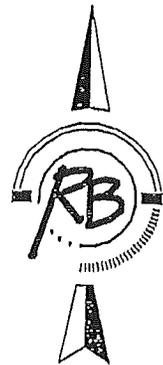
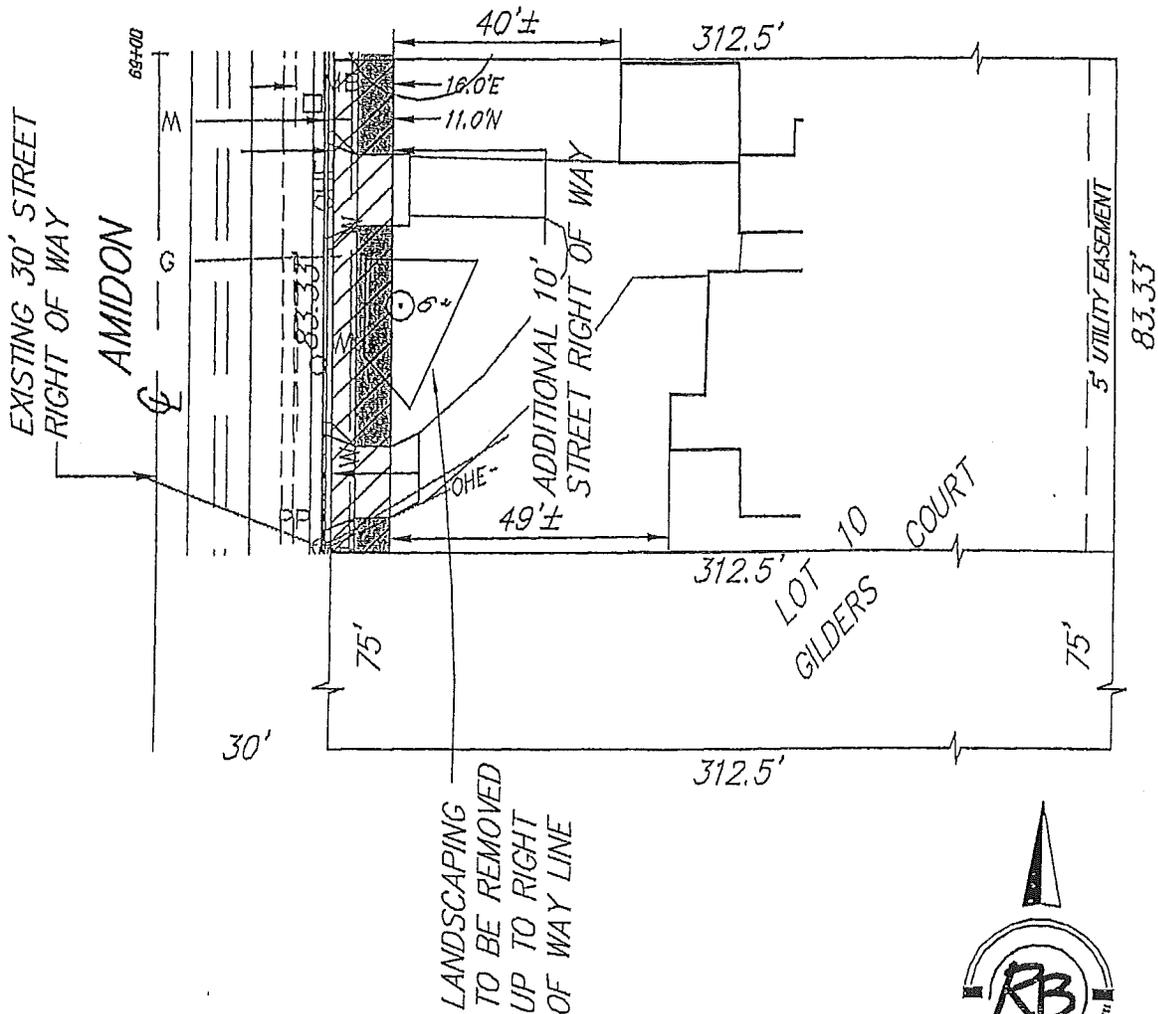
A 14025

Right Of Way Area: 833 Sq. Ft.±
 0.02 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
 Engineering, Surveying, Land Planning

924 North Main (316) 264-8008
 Wichita, Kansas 67203 (316) 264-4621 fax
 www.rbkansas.com E-mail: info@rbkansas.com

3647T

A 14025 - Right of Way

The west 10.00 feet of the north 83.33 feet of Lot 10, Gilders Court, Sedgwick County, Kansas.



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

ANAYA IDELFONSO D
2924 N AMIDON
WICHITA KS 67204-4908

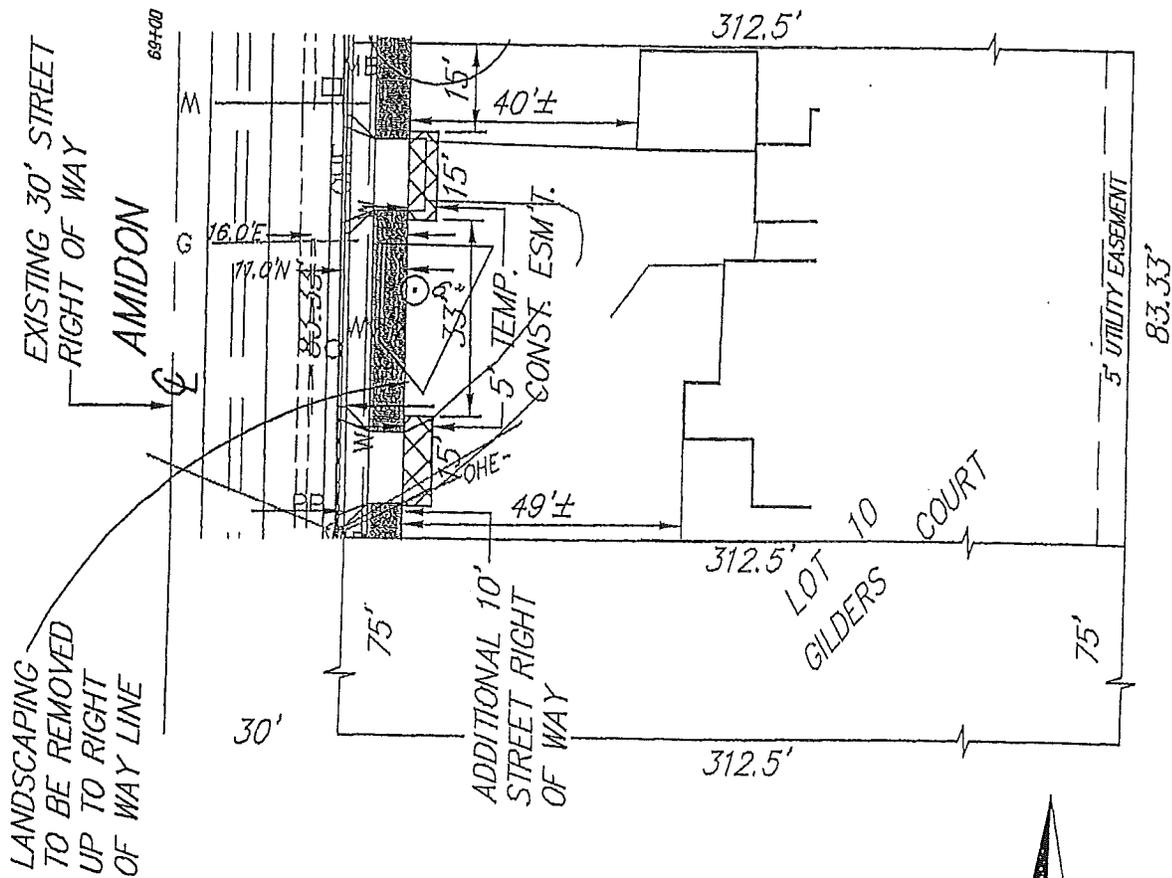
A 14025

Easement Area: 150 Sq. Ft.±
0.003 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

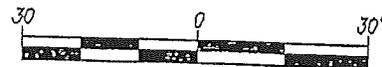


Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

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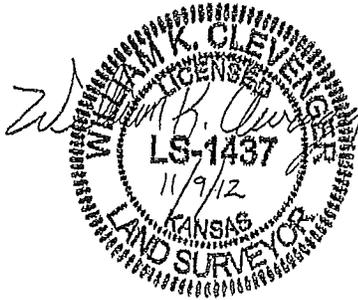
(316) 264-8008
(316) 264-4621 fax
E-mail: Info@rbkansas.com



3647T

A 14025 – Temporary Construction Easement

The south 15.00 feet of the north 78.00 feet of the east 5.00 feet of the west 15.00 feet AND the south 15.00 feet of the north 30.00 feet of the east 5.00 feet of the west 15.00 feet of Lot 10, Gilders Court, Sedgwick County, Kansas.





A 14025

2924 N Amidon



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City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: Property Conveyance (Rubloff Wichita, LLC) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the necessary signatures.

Background: On December 21, 2004, the City Council approved issuance of Industrial Revenue Bonds (“IRB”) in the amount of \$3,500,000 to Rubloff Wichita, LLC (“Rubloff”) for the acquisition of the former Ryan Aviation building located at 266 N. Main, in downtown Wichita, as part of Rubloff’s acquisition of Ryan Aviation. Rubloff has since declared bankruptcy and defaulted on its IRB obligations. The bondholder, lender and trustee bank have requested that the City deed the bond financed property to a prospective purchaser of the building.

Analysis: The Trustee has declared the IRBs to be in default; and the lender, Dougherty Financial, LLC, has filed a lawsuit in District Court to foreclose on its leasehold mortgage and a pledge of the IRBs. The bondholder, Rubloff Wichita Bond, L.L.C., and the lender have entered in to an agreement with third parties to sell the property, and have asked the City to deposit a deed in escrow subject to first receiving a court order in the foreclosure action from the District Court. Once the deed is deposited, the attached Escrow Agreement allows the title company, Security 1st Title, to hold the deed until it receives Joint Order Instructions from the bondholder and lender, or before, July 31, 2013. If such Instructions are timely received, the title company will deliver the deed to the buyer, and the Bonds will be deemed satisfied and cancelled. Should no such Instructions be received by July 31, 2013, the deed will be returned to the City and all terms and conditions of the original trust indenture will remain in place.

The Trustee in its professional fiduciary opinion believes that the proposed sale represents the best hope of any further recovery for the holders of the defaulted Bonds.

Financial Considerations: Costs of the sale will be covered from the sales proceeds, and hence, it will be without financial cost to the City.

Legal Considerations: The City Law Department has reviewed and approved the forms of the Special Warranty Deed and Escrow Agreement attached to the Resolution. The Trustee is bound by the powers and duties specified in the Indenture and is under a fiduciary duty to manage and dispose of trust property in accordance with the best interests of the Bondholders. In view of the sale price that will be realized through the sale recommended by the Trustee, and the approving Order expected to be issued by the district court, the City’s approval of the proposed sale, subject to these same conditions, is lawful and appropriate.

Recommendations/Actions: Adopt the Resolution, conditionally approving the Trustee's request to sell property and the execution and delivery of a Special Warranty Deed and Escrow Agreement substantially in accordance with the forms attached to the Resolution as exhibits, and also conditionally approving the execution and delivery of any further documents reasonably necessary to accomplish the sale as requested by the Trustee.

Attachments: Resolution and forms of Special Warranty Deed, Escrow Agreement.

RESOLUTION NO. 13-129

A RESOLUTION APPROVING THE REQUEST OF UMB BANK, N.A. ("TRUSTEE"), TO CONVEY CERTAIN PROPERTY TO JTS INVESTMENTS, LLC, APPROVING THE EXECUTION AND DELIVERY OF A SPECIAL WARRANTY DEED AND ESCROW AGREEMENT, AND APPROVING THE EXECUTION AND DELIVERY OF ANY FURTHER DOCUMENTS REASONABLY NECESSARY TO ACCOMPLISH THE SALE AS REQUESTED BY THE TRUSTEE.

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Industrial Revenue Bonds, Series V, 2004 (the "Bonds"), in the respective original principal amount of \$3,500,000, in connection with the acquisition and improvement of the real property at 266 N. Main Street by Rubloff Wichita, L.L.C., for use as an office building facility (the "Project"); and

WHEREAS, the Bonds went into default, and in 2012, Dougherty Funding, LLC, as the lender, filed a lawsuit in the Eighteenth Judicial District Court, Sedgwick County, Kansas (Case No. 12 CV 2534) in the course of which, it is foreclosing on the Project; and,

WHEREAS, the Trustee has determined that it is in the best interest of the Bondholders to accept an offer from JTS Investments, LLC, to purchase the property for the sum of \$2,100,000, and has requested that the City Council authorize the transfer of the property contingent upon the favorable response of bondholders polled by the Trustee, and the approval of the District Court; and,

WHEREAS, the Trustee has indicated that the arrangement for sale of the property is presently dependent upon having all necessary authorizations and approvals in place by July 31, 2013.

WHEREAS, the Trustee has indicated that the holders of 100% of the bonds represented have approved the sale of the facility to JTS Investments, LLC, and the Sedgwick County District Court, by an Order, has found that it is in the best interest of the Bondholders to consummate the sale, and has authorized and ordered the City and the Trustee to do so;

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

Section 1. Approval of Conveyance. The conveyance of the City's interest in the abovementioned real property to JTS Investments, LLC is hereby approved and authorized, contingent upon the favorable response of bondholders polled by the Trustee, and upon the approval of the District Court.

Section 2. Authorization of Documents. Subject to the conditions referenced in Section

1, above, the City hereby authorizes and approves the execution of a Special Warranty Deed, and Escrow Agreement, in substantially the forms attached as exhibits hereto (with such changes or corrections as the Mayor may approve, such approval to be evidenced by his signature on the corrected document), in furtherance of the conveyance authorized in the preceding section.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Special Warranty Deed and Escrow Agreement, and the City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. Subject to the conditions referenced in Section 1, above, the Mayor, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced Special Warranty Deed and Escrow Agreement, in accordance with the contemplated closing schedule for the sale.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City therein, and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 16th day of July, 2013.

CITY OF WICHITA, KANSAS

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
Director of Law



June 25, 2013

Sent By Certified Mail &
Email To: ksublett@wichita.gov

City of Wichita
C/o Karen Sublett
City Clerk
455 N Main, 13th Floor
Wichita, KS 67202

Re: City of Wichita, Kansas, Taxable Industrial Revenue Bonds Series V, 2004 (Rubloff Wichita, LLC) (the "Bonds") under that certain Trust Indenture dated as of December 1, 2004 (the "Indenture") between the City of Wichita, Kansas, as Issuer (hereafter referred to as the "City") and UMB Bank, N.A., as Trustee (hereafter referred to as the "Bond Trustee")

Dear Ms. Sublett:

Pursuant to the direction of Rubloff Wichita Bond, L.L.C. ("Rubloff Wichita Bond"), as owner of 100% of the Bonds, and Dougherty Funding LLC ("Dougherty Funding"), as assignee of Rubloff Wichita Bond's interest in the Bonds pursuant to that certain Pledge Agreement dated as of December 23, 2004, Bond Trustee hereby notifies the City as follows:

1. An Event of Default (as defined in the Indenture) has occurred and is continuing under the Indenture for failure to pay principal and interest due on the Bonds.
2. Bond Trustee requests that the City transfer that certain real property pledged by the City to secure the payment principal and interest due on the Bonds, commonly known as 266 North Main Street, Wichita, Kansas, as described on Exhibit A attached hereto (the "Property"), in accordance with the following instructions:
 - A. The City is requested to execute a Special Warranty Deed, the form of which is attached hereto as Exhibit B (the "Deed"); *note*, per direction of Rubloff Wichita Bond, the Grantee in the Deed is the following, (i) Thomas A. Schmeidler, (ii) David L. Schmeidler, (iii) JTS Investments LLC, a Kansas limited liability company, (iv) William M. Kehr, and (v) the Joseph and Joyce L. Schmeidler Revocable Trust, as tenants in common
 - B. The City is requested to execute an Escrow Agreement, the form of which is attached hereto as Exhibit C (the "Escrow Agreement");

C. The City is requested to deposit the executed Deed with Security 1st Title of 434 North Main Street, Wichita, Kansas 67202, to be held in accordance with the provisions of the Escrow Agreement.

3. If the Deed is Delivered (as defined in the Escrow Instructions), Rubloff Wichita Bond and Dougherty Funding agree that such delivery shall fully satisfy the Indenture.
4. If the Deed is Returned (as defined in the Escrow Instructions), Rubloff Wichita Bond and Dougherty Funding agree that this letter of direction shall then become null and void, and the Indenture shall remain in full force and effect.

Sincerely,

UMB Bank, N.A.

By: [Signature]

Name: BONNIE MOSHER

Title: Vice President

Acknowledged and Approved:

Rubloff Wichita Bond, L.L.C.

By: [Signature]

Name: Gerald H. Weber, Jr.

Title: Manager

Date: June 26, 2013

Acknowledged and Approved:

Dougherty Funding LLC

By: [Signature]

Name: FRANK B. BAYAMONTE

Title: VICE PRESIDENT

Date: JUNE 26, 2013

Exhibit A

LEGAL DESCRIPTION

Lots 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96, on Main Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas

Exhibit B

SPECIAL WARRANTY DEED

See attached.

SPECIAL WARRANTY DEED

THIS INDENTURE, made _____, _____ between the City of Wichita, Kansas, a municipal corporation, as Grantor, and the following, as Grantee, (i) Thomas A. Schmeidler, (ii) David L. Schmeidler, (iii) JTS Investments LLC, a Kansas limited liability company, (iv) William M. Kehr, and (v) the Joseph and Joyce L. Schmeidler Revocable Trust, as tenants in common and not as joint tenants;

WITNESSETH, that said Grantor, as authorized by a Resolution duly adopted by the governing body of the City of Wichita, Kansas and by these presents does hereby convey to Grantee, its successors and assigns, all of the said Grantor's interest in the following described real estate in Sedgwick County, Kansas:

Lots 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96, on Main Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas

for the sum of \$10.00 and other valuable consideration;

TO HAVE AND TO HOLD, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that such interest is free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with the written consent of Rubloff Wichita, LLC (the "Tenant"), as tenant under a Lease dated as of December 1, 2004 (the "Lease"), or which resulted from any failure of Tenant to perform any of its covenants or obligations under such Lease from Grantor, (b) taxes and assessments, general and special, if any, (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed, and (d) the restriction that no existing building nor any building which is constructed or placed upon the property, either temporarily or permanently, shall be used for housing any multi-game, casino-style gambling operation on the premises; and that it will warrant and defend the same to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under Grantee.

IN WITNESS WHEREOF, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

CITY OF WICHITA, KANSAS
a municipal corporation

Karen Sublett, City Clerk

Carl Brewer, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by Carl Brewer, Mayor, and Karen Sublett, City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires: _____

Exhibit C

ESCROW AGREEMENT

See attached.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of _____, 2013, by and among (i) Rubloff Wichita Bond, L.L.C. ("Rubloff Wichita Bond"), (ii) Dougherty Funding LLC ("Dougherty"), (iii) City of Wichita, Kansas ("City"), and (iv) Security 1st Title of 434 North Main Street, Wichita, Kansas 67202 (the "Escrow Agent").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereto covenant and agree as follows:

1. Deposit. Escrow Agent hereby acknowledges receipt of a Special Warranty Deed executed by the City, as Grantor (the "Deed") for property commonly known as 266 North Main Street, Wichita, Kansas, and legally described as:

Lots 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96, on Main Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas

2. Delivery of Deed. The Deed is deposited with the Escrow Agent to be delivered by it only upon the receipt of a joint order of Rubloff Wichita Bond and Dougherty or their respective legal representatives or assigns ("Joint Order Instructions"), except as provided below in Section 3 of this Agreement. The term "Delivered" for purposes of this Agreement shall mean the delivery of the Deed by the Escrow Agent in accordance with Joint Order Instructions.

3. Return of Deed. If the Escrow Agent has not received Joint Order Delivery Instructions on or before July 31, 2013, Escrow Agent shall return the Deed to the City, Attn: Brian McLeod, Esq., 455 N Main, 13th Floor, Wichita, KS 67202. The term "Returned" for purposes of this Agreement shall mean the City's receipt of the Deed as returned by the Escrow Agent in accordance with the provisions of this Agreement.

4. Liability of Escrow Agent. Escrow Agent shall have no responsibilities except to hold and disburse the Deed as set forth herein. Escrow Agent shall not have any liability for any act or omission under this Agreement except for his willful misconduct. In the event of any disagreement or presentation of adverse or conflicting claims or demands in connection with the disbursement of the Deed, Escrow Agent shall return the Deed to the City as set forth in Section 3 of this Agreement. In so doing, Escrow Agent shall not be liable to any party hereto or to any other person for or because of his failure or refusal to comply with such adverse or conflicting claims or demands. In performing any of his duties under this Agreement, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses with respect to any action taken or omitted in good faith and reliance upon certifications, requests or notices allowed under this Agreement; provided that Escrow Agent shall in good faith believe such certifications, requests or notices to be genuine, that they are signed or presented by the proper persons, and that they conform with this Agreement. Escrow Agent shall have no duties except the duties expressly set forth in this Agreement. Escrow Agent shall not be, or deemed to be, an agent of Rubloff Wichita Bond, Dougherty, or the City when acting pursuant to this Agreement.

5. Cancellation of Bonds. Rubloff Wichita Bond, Dougherty, and the City agree that the following described bonds:

City of Wichita, Kansas, Taxable Industrial Revenue Bonds Series V, 2004 (Rubloff Wichita, LLC) (the "Bonds") under that certain Trust Indenture dated as of December 1, 2004 (the "Indenture");

shall be surrendered and released to the Trustee under the Indenture, UMB Bank, N.A., for cancellation, if the Deed is Delivered as provided under Section 2 of this Agreement.

6. Miscellaneous.

a. Modification and Waiver. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and no change, modification, addition or termination of any part of this Agreement shall be enforceable unless in writing signed by all parties hereto. No waiver of any term or condition of this agreement shall be effective unless in writing and signed by the party against whom the waiver is claimed.

b. Benefit and Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

c. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement, and a signed counterpart hereof transmitted by facsimile or electronically by e-mail transmission shall be effective as an original counterpart hereof signed by such party.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date first written above.

Rubloff Wichita Bond, L.L.C.

Dougherty Funding LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

City of Wichita, Kansas

By: _____
Name: _____
Title: _____
Date: _____

Escrow Agent:

Security 1st Title

By: _____
Name: _____
Title: _____
Date: _____

City of Wichita
 City Council Meeting
 July 16, 2013

TO: Mayor and City Council
SUBJECT: 37th Street North, Broadway to Hydraulic (District VI)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the revised budget for construction.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding to improve 37th Street North, between Broadway and Hydraulic. On January 10, 2012, the City Council approved a design concept and revised budget for design and right-of-way. Design work and right-of-way acquisition is complete and construction is projected to start in spring 2014.

Analysis: The existing roadway is a two lane asphalt mat with drainage ditches. The proposed improvement will provide a three lane roadway with one through lane in each direction and a center two-way left turn lane. The intersection of 37th and Hydraulic will be improved to provide wider turning radius for trucks, and to include dedicated left turn lanes on 37th. Drainage improvements will be constructed including the addition of a large concrete drainage box in the west portion of the project. Traffic will be carried one-way east bound throughout construction.

State and federal funding administered through the Kansas Department of Transportation will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

Financial Consideration: The existing approved budget is \$513,000 in General Obligation (GO) bonds. The current CIP includes \$2,980,000 in GO bond funding in 2013, of which staff recommends initiating \$2,350,955, for a total GO funded budget of \$2,863,955. Additional funding of \$3,406,045 is available in federal grants. The addition of the proposed construction budget brings the revised ordinance amount to \$6,270,000. An additional \$410,000 for proposed water and sewer improvements was previously approved with the W-67 (water) and S-4 (sewer) budgets, which provide for funding of facility relocation with arterial street project. This brings the total project budget to \$6,680,000.

Project Budget Detail

Funding Source	Amount
General Obligation Bonds	\$2,863,955
Federal Grants	\$3,406,045
Total Ordinance Amount	\$6,270,000
W-67 and S-4 Funding for Water and Sewer Improvements	\$410,000
Total Project Budget	\$6,680,000

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

Federal funding administered through the Kansas Department of Transportation will require standard agreements to be signed throughout the course of the project. Design needs may require the signing of railroad agreements and compensation for the same.

Attachments: Map, budget sheet, and amending ordinance.

132019

Published in the Wichita Eagle on July 26, 2013

ORDINANCE NO. 49-538

AN ORDINANCE AMENDING ORDINANCE NO. **49-185** OF THE CITY OF WICHITA, KANSAS DECLARING **37TH ST. NORTH, BETWEEN BROADWAY AND HYDRAULIC (472-84692)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 1 of Ordinance No. **49-185** is hereby amended to read as follows:

“SECTION 1. SECTION 2 of Ordinance No. **47-976** is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **37th St. North, between Broadway and Hydraulic (472-84692)** as a main trafficway in the following particulars:

The design, construction and acquisition of right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 2 of Ordinance No. **49-185** is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance No. **47-976** is hereby amended to read as follows:

SECTION 3. The cost of the above described improvements is estimated to be **Six Million Two Hundred Seventy Thousand Dollars (\$6,270,000)** exclusive of the cost of interest on borrowed money, with \$2,863,955 paid by the City of Wichita and \$3,406,045 paid by Federal Grants, administered by the Kansas Department of Transportation. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 1 and 2 of Ordinance No. **49-185** are hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of July, 2013.

Carl Brewer, Mayor

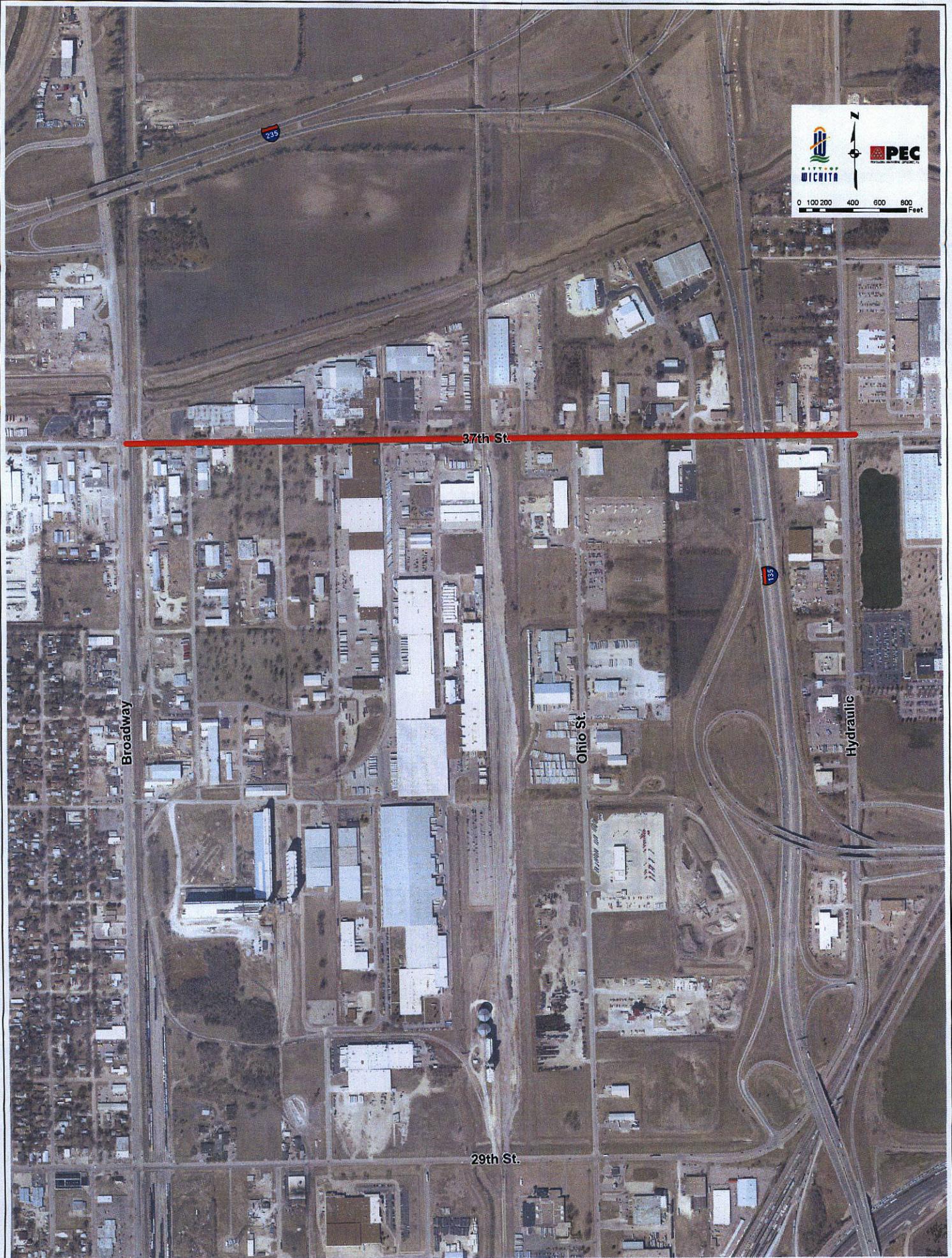
ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law



Second Reading Ordinances for July 9, 2013 (first read on July 2, 2013)

A. Public Hearing and Issuance of Industrial Revenue Bonds, Shannon No. 2, LLC. (District IV)

ORDINANCE NO. 49-532

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES V, 2013 (SHANNON NO. 2, L.L.C. (TAXABLE UNDER FEDERAL LAW) AND SUBORDINATED INDUSTRIAL REVENUE BONDS, SERIES VI, 2013 (SHANNON NO. 2, L.L.C.) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

B. ZON2013-09 - City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential, generally located west of Young Street and three blocks south of W. Central. (District VI)

ORDINANCE NO.49-533

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

C. ZON2013-00011 and CON2013-00011 – City zone change from Single-Family Residential (SF-5) to GO General Office (GO), with a Conditional Use for “safety services,” specifically young victims of abuse; on property generally located south of Lincoln Street, between Topeka and Emporia Avenues. (District III)

ORDINANCE NO. 49-534

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- D. **A13-02 - Request by Loretta M. Zeller Revocable Trust to annex lands generally located at the northwest corner of MacArthur and Meridian. (District IV)**

ORDINANCE NO. 49-535

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-02)

- E. **A13-03 - Request by MacWest LLC to annex lands generally located at the southwest corner of MacArthur Road and West Street. (District IV)**

ORDINANCE NO. 49-536

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-03)

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

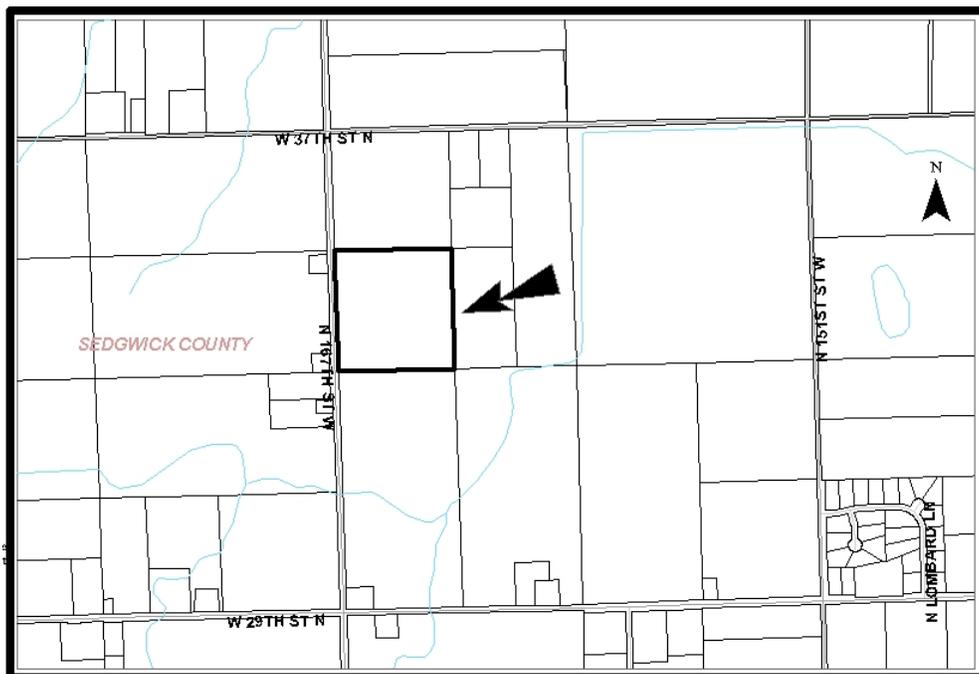
SUBJECT: SUB2013-00023 -- Plat of Sisters of the Immaculate Heart of Mary Addition located south of 37th Street North, on the east side of 167th Street West

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 40.04 acres, is located in the County within three miles of Wichita's boundary. A zone change (PUD2013-00002, PUD#41) has been approved by the Board of County Commissioners from RR Rural Residential to PUD Planned Unit Development.

Analysis: The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer and water facilities. As requested by the City of Wichita Public Works and Utilities Department, the applicant has provided a No Protest Agreement for future sewer and water services.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the No Protest Agreement for Future Water and Sewer Extension and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, and authorize the necessary signatures.

Attachments: No Protest Agreement for Future Water and Sewer Extension.

COPY

NO PROTEST AGREEMENT FOR FUTURE WATER AND SEWER EXTENSION

This Agreement made and entered into this 20th day of June, 2013 by and between the City of Wichita, Kansas, a Municipal Corporation, party of the first part (hereinafter "City") and Sisters of the Immaculate Heart of Mary of Wichita, Inc., a Kansas Corporation, Owner(s), party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, the Owner is the owner of real property legally described as:

Lot 1, Block A,
Sisters of the Immaculate Heart of Mary Addition,
Sedgwick County, Kansas

and

WHEREAS, the City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer and water line improvements to serve said property.
2. Owner, on its own behalf and on behalf of its heirs, assigns and successors in interest, irrevocably waives its right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension and a water line extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner of its right to challenge,

pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

We, as Owner of Lot 1, Block A, Sisters of the Immaculate Heart of Mary Addition, do hereby certify that the No Protest Agreement for Future Water and Sewer Extension has been submitted to the City Council of the City of Wichita, Kansas.

As a result of this No Protest Agreement for Future Water and Sewer Extension, lots or portions thereof within Lot 1, Block A, Sisters of the Immaculate Heart of Mary Addition, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s).

Signed this 20th day of June, 2013.

Sisters of the Immaculate Heart of Mary of Wichita, Inc.,
Owner

By: Mother Mary Magdalene O'Halloran, LHM
Mother Mary Magdalene O'Halloran, President

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

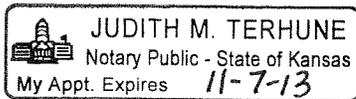
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 20th day of June, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Mother Mary Magdalene O'Halloran, as President of Sisters of the Immaculate Heart of Mary of Wichita, Inc., a Kansas corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Judith M. Terhune
Notary Public

My Commission Expires: 11-7-13



STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this _____ day of _____, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Notary Public

My Commission Expires: _____

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 16, 2013

TO: Mayor and City Council

SUBJECT: A13-04: Request by Raymond E. Duling Revocable Trust and Duling Family Investments LLC to annex lands generally located one-quarter mile south of MacArthur Road and on the east side of West Street (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 41.4 acres of land generally located one-quarter mile south of MacArthur Road and on the east side of West Street. The annexation area abuts the City of Wichita on the south and west sides of the subject property. On February 13, 2013, the Board of County Commissioners of Sedgwick County approved a zone change for a portion of the subject property to “LI” Limited Industrial, subject to the condition of platting within one year. On May 23, 2013, the Metropolitan Area Planning Commission approved the Duling Industrial 3rd Addition plat for the property, subject to the condition of annexation.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 41.4 acres zoned “LI” Limited Industrial and “SF-20” Single Family Residential and is developed with several businesses in the construction industry. The adjacent properties to the north are zoned “SF-20” Single Family Residential and primarily are used for agriculture. The adjacent property to the south is zoned “LI” Limited Industrial and is developed with a storage container business. The adjacent property to the east is zoned “SF-20” Single-Family Residential and is used for agriculture. The adjacent properties to the west are zoned “LI” Limited Industrial and are developed with a manufacturing business.

Public Services: The site is currently served by water and sanitary sewer services and services in the area are sufficient to support business expansion on the site.

Street System: The subject property has access to West Street, a two lane arterial street. The Duling Industrial 3rd Addition plat approves four access drives along West Street.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 12 at 3443 S. Meridian. Upon annexation, police protection will be provided to the area by the Patrol South Bureau of the Wichita Police Department, headquartered at 211 E. Pawnee.

Parks: The nearest parks are Southview Park at 2215 W. 45th Street South and South Lakes Park at 2211 W. 47th Street South. Both parks are located approximately one mile east of the subject property. The Parks, Recreation and Open Space Plan recommends major renovation or development of both parks.

School District: The annexation property is part of Unified School District 261 (Haysville School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$840,410 with a total assessed value of \$204,124. Using the current City levy (\$32.359/\$1000 x assessed valuation), this property roughly yields \$6,605 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to develop 120,000 square feet of industrial uses on the site. The total appraised value of the after completion is estimated at approximately \$9,600,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$84,200 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachment: Map Sheet
Ordinance

PUBLISHED IN THE WICHITA EAGLE ON JULY 26, 2013

ORDINANCE NO. 49-539

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-04)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV:

All of Lot 1, Block A, Duling Industrial Addition, Sedgwick County, Kansas, TOGETHER with all of Lot 1, Block A, and all of Lot 1, Block B, Duling-Kolar Addition to Sedgwick County, Kansas, TOGETHER with that part of 42nd Street South as dedicated in said Duling-Kolar Addition lying east of and abutting the following described line: Beginning at the southwest corner of Lot 1, Block A, in said Duling-Kolar Addition; thence southerly, 70.00 feet to the northwest corner of Lot 1, Block B, in said Duling-Kolar Addition, and for a point of termination, and TOGETHER with that part of the North Half of the South Half of the Northwest Quarter of Section 13, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas lying east of and abutting the east line of Lot 1, Block A, in said Duling Industrial Addition, lying east of and abutting the east line of Lot 1, Block A, in said Duling-Kolar Addition, and lying east of and abutting the east line of said 42nd Street South.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this July 23, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Planning Agenda

Item: _____

A13-04

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: One-quarter mile south of MacArthur Road on the east side of West Street

Address: 4200 S. West & 3930-31 W. 42nd

Reason(s) for Annexation:

41.4 Area in Acres

X Request

0 Existing population (est.)

Unilateral

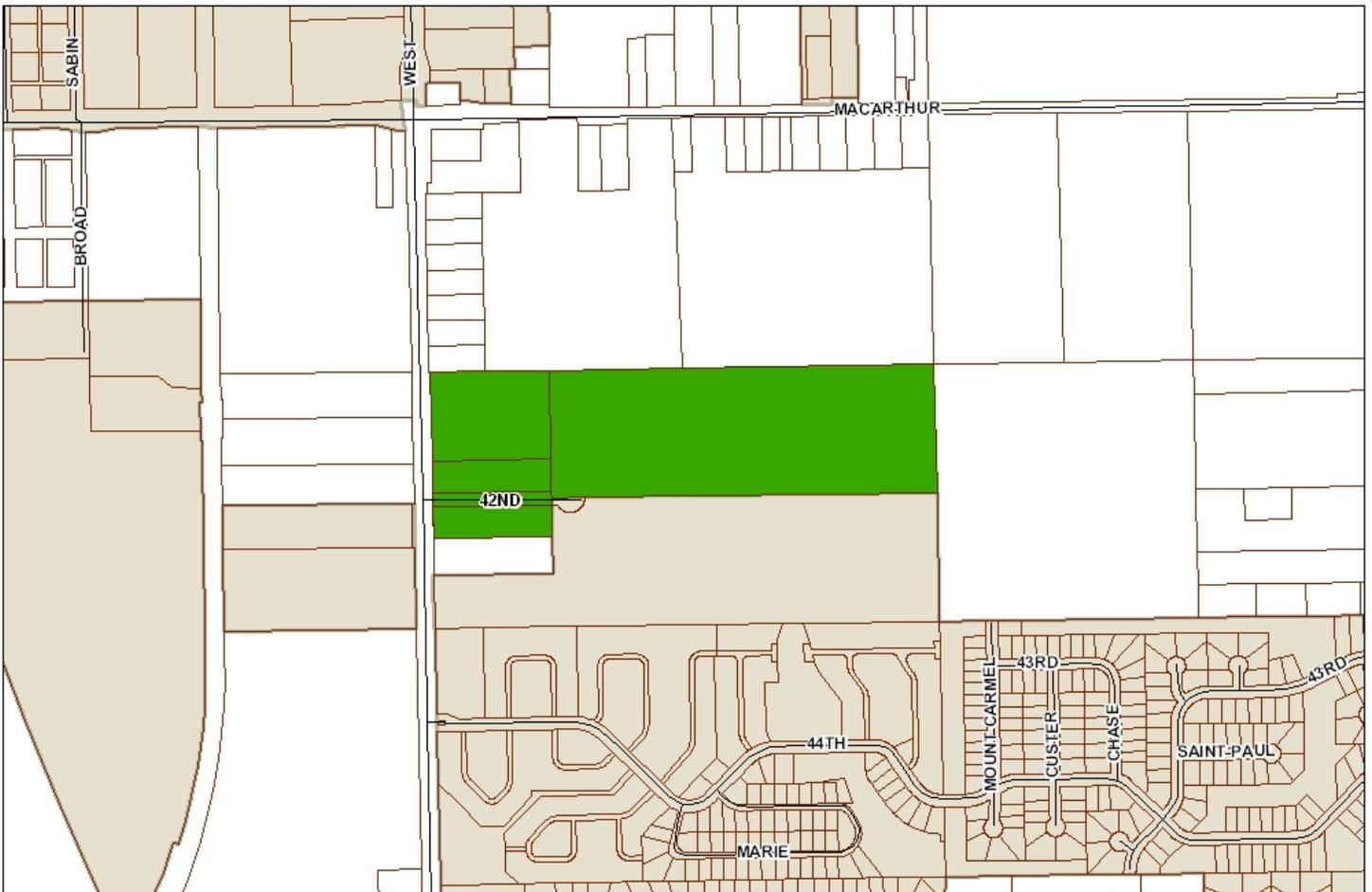
2 Existing dwelling units

Island

0 Existing industrial/commercial units

Other:

Existing zoning: LI Limited Industrial and SF-20 Single Family Residential



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS
 Map Data Source: City of Wichita Center Geographical Information Systems. Data provided here are for informational purposes only. The City of Wichita does not warrant the accuracy or completeness of the information incorporated in this map. The Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
 Prepared: 2/2010
 Note: Public property represented on this map is not intended to be inclusive.

City of Wichita
City Council Meeting
July 16, 2013

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Change Order No. 9 - Upgrade Door Security Hardware and Air Handling Units
for Air Capital Terminal 3

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On July 17, 2012, the City Council approved a construction contract with Key-Walbridge to make improvements at Mid-Continent Airport generally described as follows: Air Capital Terminal 3, Package #12, New Terminal Building. The plans prepared several years ago provided for all 16 Air Handling Units to be belt driven. A change to direct drive units will result in significant savings in future maintenance operating costs as well as quieter operations. The direct drive units are a newer technology that was not commonly in use during the design. Direct drive units will provide the Airport with labor, parts, and energy savings estimated at \$14,000 annually.

Additional electronic security hardware and improvements to numerous doors throughout the terminal are being made at this time after further review with Airport Police and the Transportation Security Administration. By adding additional wiring and hardware at this time, it can be installed more economically and securely inside the walls before they are completed. The new security devices and systems are currently near final design and will be procured within the next few months under separate contract.

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

Financial Considerations: The total cost of the additional work is a not-to-exceed amount of \$75,798. The original contract amount is \$101,500,542. This change order represents 0.07% of the original contract amount.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Change Order No. 9 and authorize the necessary signatures.

Attachments: Change Order No. 9.

CHANGE ORDER (CO)

Change Order No.: **009**

Project Name: ACT 3 Terminal Building
 City of Wichita Project No.: 455-361-4
 FAA AIP Project No.: 3-20-0088-64

Date: 7/2/2013
 To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.

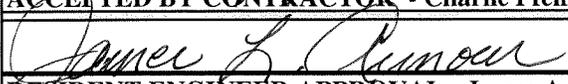
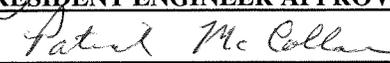
List applicable CR #, PCO #, CD # etc.	Description	Amount
TB 030	Per Owners request, change from belt driven Air Handling Units to Direct Drive AHU's	58,619.00
TB 034 R	Upgrade Security Door Hardware at numerous locations	17,179.00
Total:		75,798.00

Original Contract Award Sum:	<u>\$101,500,542.00</u>
Net Change by Previous authorized Change Orders:	<u>\$74,217.00</u>
Total Contract Sum Prior to this Change Order:	<u>\$101,574,759.00</u>
Net increase/decrease in Contract Sum this Change Order:	<u>\$75,798.00</u>
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:	<u>\$101,650,557.00</u>
Original Contract Time :	<u>860</u> Days
Current Contract Time :	<u>860</u> Days
This Change time add / deduct :	<u>0</u> Days
Adjusted Contract Time :	<u>860</u> Days

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

	<u>03 Jun 13</u>
ACCEPTED BY CONTRACTOR - Charlie Pfeifer	DATE
	<u>7-02-2013</u>
RESIDENT ENGINEER APPROVAL - James Armour, P.E.	DATE
	<u>7-2-13</u>
PROGRAM MANAGER APPROVAL - Patrick McCollom, P.E.	DATE
	<u>7/3/13</u>
DIRECTOR OF AIRPORTS APPROVAL - Victor White	DATE
DIRECTOR OF LAW, APPROVAL AS TO FORM - Gary Rebenstorf	DATE
MAYOR APPROVAL - Carl Brewer	DATE
CITY CLERK ATTEST	DATE

**City of Wichita
City Council Meeting
July 16, 2013**

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Supplemental Agreement No. 21, Passenger Boarding Bridges Design
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: A supplemental agreement has been developed for engineering and architectural services to design twelve (12) new Passenger Boarding Bridges and ancillary equipment. These new bridges will be bid and contracted as a stand-alone project incorporated into the new terminal building. The services include designing both glass-walled and steel-walled bridges, with the option to choose after bid. These bridges are required on the opening day in 2015 to board passengers from the new terminal, and have a lead time to procure of approximately 18 months.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of \$135,758. The current approved program budget includes funds to cover this anticipated expense. The following table depicts the original contract with HNTB and the supplemental agreements through No. 21:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009

SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
SA No. 18	456,991	Terminal Communication Systems, Design, Bid, & CA Services	12/18/2012
SA No. 19	101,691	BHS & Related Changes to Documents for PGDS 4.1	2/12/2013
SA No. 20	62,780	Apron Phase III, Glycol Tank Design and Permits	5/21/2013
SA No. 21	135,758	Passenger Boarding Bridge Design	7/16/2013
	<u>\$16,662,532</u>	Total Contract	

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

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

Attachments: HNTB Supplemental Agreement No. 21.

SUPPLEMENTAL AGREEMENT NO. 21
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract 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 CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 20, is hereby amended to include the services described in Exhibit SA21-A.

II. TIME OF SERVICES

- A. CONSULTANT shall commence work on services included in Exhibit SA-21 upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is anticipated to be as follows:

- 1. Meet with WAA to determine equipment & options 4 weeks after ATP
- 2. Draft procurement documents 3 weeks
- 3. WAA/AECOM review 2 weeks
- 4. Final procurement documents 2 weeks
- 5. Bid & installation to be determined

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of \$135,758. The total payments to CONSULTANT for services required by this Supplemental Agreement shall not exceed \$135,758.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-20 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2013.

ATTEST: WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____ Karen Sublett, City Clerk
By: _____ Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST: HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____ By: _____
Title: _____ Title: _____

ATTACHMENTS:

- Exhibit SA21-A - Scope of Services – ASP 41
- Exhibit SA21-B - Fee Summary for ASP 41, with supporting documents

SCOPE OF SERVICES – ASP 41 – Passenger Boarding Bridges

This proposal is for design, bid and construction phase services for twelve new Passenger Boarding Bridges (PBBs) to be installed at the new passenger terminal currently under construction. Procurement and installation of the PBBs will be bid and contracted as a standalone package.

The PBB bid package will include both glass-walled and steel-walled PBBs, with one option as the base bid and the other being a bid alternate.

This proposal also includes providing modifications to mechanical, plumbing and electrical services currently included in the Terminal Building construction documents, as needed to complete the connections to both the glass and steel-walled PBB options. These modifications will be provided as revisions to the current Terminal Building General Contractor's scope, after it is determined if glass-walled or steel-walled PBBs will be installed.

Scope of Services

Additional services include the following:

1. Design Phase
 - a. Confirm PBB operational limits and ranges of aircraft parking positions for each of the 12 gates. Provide drawing(s) documenting these limits.
 - b. Determine the specific equipment and options to be obtained on the PBBs.
 - c. Determine phasing and sequencing of procurement and installation of the PBBs, to coordinate with opening of the new terminal building and demolition of the east concourse of the existing terminal.
 - d. Prepare procurement documents for the PBB bid package, including drawings and technical specifications. Front end specifications are to be provided by WAA and/or the Program Manager. Two separate PBB specification sections will be prepared, one for glass-walled PBBs and one for the bid alternate steel-walled PBBs. It is assumed that the only difference between the glass-walled PBB specification and the steel-walled PBB specification will be the wall material and associated details and specific equipment requirements specifically affected by the wall type (such as HVAC). All other components, equipment, systems, controls, and options will be the same on the two PBB types.
 - e. Prepare Estimate of Probable Cost for PBBs. Order of magnitude estimates of probable cost for the PBBs will include the estimated price of the PBBs equipped as specified, and the estimated cost of transporting and installing the PBBs. Separate estimates will be prepared for the glass-walled PBBs and the steel-walled PBBs. The estimates will rely heavily on information that can be obtained from PBB manufacturers.
 - f. Prepare modifications to the Terminal Building (Package 12) construction documents as needed to support the connections to either the glass or steel-walled PBB option.
 - g. The design phase includes up to two on-site meetings with WAA (including HNTB's PBB consultant), plus additional conference calls as needed.
2. Bid phase services for PBB Package in accordance with the terms of the original agreement.

- a. HNTB's PBB consultant to attend pre-bid meeting to describe project and answer questions. Meeting to be facilitated and documented by Program Manager.
 - b. Respond to bidder questions routed through Program Manager.
 - c. Prepare bid addenda and clarifications regarding the PBB procurement as needed.
 - d. Review and evaluate bids received for the PBB procurement and installation. Provide comments to Program Manager.
 - e. Prepare conformed contract documents, incorporating any bid addenda or clarifying information issued during the PBB bid phase.
3. Construction administration services in accordance with the terms of the original agreement. This additional coordination by architectural staff and up to four site visits by the PBB Consultant. PBB Consultant site visits are anticipated to be:
 - a. Pre-construction meeting with the WAA, Program Manager, and successful bidder. The pre-construction meeting will serve to highlight key issues pertaining to the PBBs, and to establish the schedule for manufacture, delivery, and installation. Meeting to be facilitated and documented by Program Manager.
 - b. Pre-installation meeting with the WAA, the Program Manager, and the Contractor. The pre-installation meeting will be for the purposes of (1) understanding and confirming the Contractor's proposed plan for installing, testing, and commissioning the PBBs, and (2) communicating and reinforcing safety and security requirements and expectations. It is expected that the meeting will be held after manufacture of the PBBs had been completed and before the Contractor had mobilized for installation. Meeting to be facilitated and documented by Program Manager.
 - c. Punchlist inspections of the installed PBBs following final testing by the Contractor. It is expected that punchlist inspections will be conducted on two separate occasions; one inspection for PBBs installed prior to opening of the new terminal and one inspection for PBBs installed after demolition of the west concourse of the existing terminal. A summary of observations for each PBB will be provided following the inspections.
 4. Construction phase services for modifications to the Terminal Building scope.
 - a. Provide assistance with review of pricing.
 - b. Review additional submittals.
 - c. Provide additional coordination.

The services do not include:

1. Construction and safety plans beyond those included in other construction packages.
2. Final parking position striping plans for the Terminal Building construction package..
3. Preparation of front end specifications.
4. On-site meetings or reviews in addition to those described above.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture

6/11/2013

ASP 41 - Passenger Boarding Bridges
Additional Services Request No. 41
HNTB Project 34912

1. Direct Salary Costs	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	294	\$47.71	\$14,027
2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs	148.13%		\$20,778
3. Total Labor Cost - Subtotal of Items 1 and 2			\$34,805
4. Fixed Fee	15.00%		\$5,221
5. Subtotal of Items 3 and 4			\$40,026
6. Direct Non-Salary Expenses			
Transportation and Subsistence		1,500	
Printing and Deliveries		200	
Other Expenses		0	
Total Direct Non-salary Expenses			\$1,700
7. Subtotal of Items 5 and 6			\$41,726
8. Subconsultant Costs			
HNTB (Seattle)		80,261	
PEC - MEP		13,771	
			94,032
Total Proposed Cost			135,758

HNTB

	Architect- ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	8	8	8	8	8	8	8		
Current Rates	114.30	108.44	68.12	61.27	45.85	34.53	24.99		
Design Phase									
Airport meetings (2 Wichita mtgs + tel. mtgs)			20					20	1,362
Parking position & PBB range analysis & dwgs			8			40		48	1,926
PBB specification coordination			8	4				12	790
Coordination of PBB bid package			8			12		20	959
Coordination of Terminal Bldg pkg changes			8			16		24	1,097
Cost estimating			4					4	272
QA/QC				8				8	490
								0	0
Total Design Phase								136	6,898
Bid Phase									
Pre-bid meeting			4					4	272
Respond to Bidder questions			8			16		24	1,097
Addenda and clarifications						8		8	276
Review and evaluate bids			4					4	272
Prepare conformed contract documents			4	2		8		14	671
								0	0
Total Bid Phase								54	2,590
Construction Phase									
Pre-construction meeting						8		8	276
Coordinate Contractor submittals, questions			4			12		16	687
Pre-installation meeting						8		8	276
On-site reviews - 2 punchlist inspections						16		16	552
Record documents			4	4		8		16	794
								0	\$0
Total Construction Phase								64	2,586
Project Management									
Proposal			8					8	\$447
Project management			24				8	32	\$1,506
Total Project Management								40	\$1,953
Total Direct Salary Costs								294	14,027
Labor and General & Administrative Overhead							Percentage of Direct Salary Costs 148.13%		20,778
Total Labor Cost									34,805
Fixed Fee							15.00%		5,221
Total Fee									40,026
Travel and Subsistence									1,500
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									1,700
Total Proposed Cost									41,726
Explanation:									

HNTB (Seattle)

	Principal (PBB Consult)	Project Manager	Senior Engineer	Junior Engineer	Staff Engineer	Technician	Clerical/ Project Analyst	Total Hours	Fee Estimate
Rates	68.00	50.00	44.00	28.00	25.00	24.00	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	8	8	8	8	8	8	8		
Current Rates	82.85	60.92	53.61	34.12	30.46	29.24	24.99		
Design Phase									
Airport meetings (1 Wichita mtg., plus 12 hrs tel. mtg.)	28							28	\$2,320
PBB specifications (2)	24		8					32	\$2,417
Plan review and consultation	8			4		8		20	\$1,033
Cost estimating	2		8					10	\$595
Bid package review	6		4					10	\$712
								0	\$0
Total Design Phase	68		20	4		8	0	100	\$7,076
Bid Phase									
Pre-bid meeting	16							16	\$1,326
Respond to Bidder questions	16		12					28	\$1,969
Addenda and clarifications	8		12			8		28	\$1,540
Review and evaluate bids	6		8					14	\$926
Prepare conformed contract documents (specs)	6							6	\$497
								0	\$0
Total Bid Phase	52		32	0		8	0	92	\$5,761
Construction Phase									
Pre-construction meeting	16							16	\$1,326
Review Contractor submittals	12		20					32	\$2,066
Pre-installation meeting	16							16	\$1,326
Respond to Contractor questions and RFIs	8		16					24	\$1,521
On-site reviews - 2 punchlist inspections	40							40	\$3,314
Record documents ("as-built specification")	4							4	\$331
								0	\$0
Total Construction Phase	96		36	0		0	0	132	\$9,884
Total - Design, Bidding, and Construction	216		88	4		16	0	324	\$22,721
Project Management									
Proposal	6							6	\$497
Project Management (IOA, Work Plan, Budget)	24						42	66	\$3,038
Total Project Management								72	\$3,535
Total Direct Salary Costs								396	\$26,256
Labor and General & Administrative Overhead							Percentage of Direct Salary Costs 148.13%		\$38,893
Total Labor Cost									\$65,149
Fixed Fee							15.00%		\$9,772
Total Fee									\$74,921
Travel and Subsistence	4 trips @ \$1,000 Airfare, \$150 lodging (1 night per trip), \$75 meals, \$35 parking								\$5,040
Printing and Deliveries									\$200
Other Expenses									\$100
Estimated Expenses									\$5,340
Total Proposed Cost									\$80,261
Explanation:									
Other									
Other									
Other									
Other									

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.75	33.80	25.20	24.60	38.20	0.00		
Design Phase									
Airport meetings		8	8		16			32	\$974
Mechanical design & rev's to Terminal Bldg docs		12			24	8		44	\$1,361
Electrical design & rev's to Terminal Bldg docs		4	12		24			40	\$1,151
Cost estimating		4			6			10	\$303
								0	\$0
								0	\$0
Total Design Phase								126	\$3,789
Bid Phase									
		4			8		4	16	\$352
								0	\$0
Total Bid Phase								16	\$352
Construction Phase									
		6			12		8	26	\$528
								0	\$0
Total Construction Phase								26	\$528
Project Management									
Proposal		2			2			4	\$127
								0	\$0
Total Project Management								4	\$127
Total Direct Salary Costs								172	\$4,795
Labor and General & Administrative Overhead									Percentage of Direct Salary Costs 149.74%
									\$7,180
Total Labor Cost									\$11,975
Fixed Fee								15.00%	\$1,796
Total Fee									\$13,771
Travel and Subsistence									\$0
Printing and Deliveries									\$0
Other Expenses									\$0
Estimated Expenses									\$0
Total Proposed Cost									\$13,771
Explanation:									
Other									
Other									
Other									
Other									