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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 20, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on October 13, 2015

AWARDS AND PROCLAMATIONS

- Proclamations:
Save for Retirement Week
Andrew Crane Day
2015 Asian Festival
- Appreciation Award:
Prairie Fire Marathon

I. PUBLIC AGENDA

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

1. Brian Carduff - Procurement related to public safety. (Cancelled 10-19, 2015)
2. Brock E. Booker - Bus transit and funding.

II. CONSENT AGENDA ITEMS 1 THROUGH 19

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. Forestry Facility Project.
(Deferred October 13, 2015)

RECOMMENDED ACTION: 1) Approve the budget adjustment, 2) adopt the bonding resolution, 3) authorize initiation of the project and 4) authorize all necessary signatures.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Residences at Linwood, LLC. (District III)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$7,000,000 and authorize the necessary signatures.

2. Water and Sewer Utility Revenue Bond and Refunding Revenue Bond Sale.

RECOMMENDED ACTION: Ratify the award of the bids by the City Manager or his designee for each series of bonds; (2) adopt the Bond Ordinances on a Declaration of Emergency basis; (3) adopt the Bond Resolutions; and (4) authorize the necessary signatures

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

1. CON2015-00015 – City Conditional Use Request for a Nightclub on Limited Industrial Zoned Property Generally Located West of Hydraulic Avenue, on the West Side of Cleveland Avenue, on the North Side of Central Avenue.
(District I)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and deny the conditional use (requires four votes), or 2) approve the conditional use subject to the conditions on a resolution prepared by law by making alternate findings and override the MAPC's recommendation (requires six votes to override the protests).

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 19, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
J Larry Fugate	Pizza Hut**	1708 East Pawnee
J Larry Fugate	Pizza Hut**	2181 North Rock Road
Teresa Vasquez	El Patio Inc. **	424 E Central
Eugene Vitarelli	Sierra Hills Golf Club**	13420 East Pawnee

**General/Restaurant (need 50% or more gross revenue from sale of food)

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses:

- a. Community Events - Monster Dash 5K - Lil Monsters Fun Run. (Districts I and VI)
b. Community Events - Wichita Toy Run. (Districts I, V and VI)
c. Community Events - The Spirit AeroSystems Veterans Day Parade and Post Parade Activities. (District I)

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. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 2404 S. Minneapolis for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project. (District III)

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

6. Minutes of Advisory Boards/Commissions:

Board of Building Code Standards and Appeals, September 14, 2015
Wichita Employees' Retirement System, August 19, 2015
Police and Fire Retirement System, August 26, 2015
Joint Investment Committee, September 3, 2015

RECOMMENDED ACTION: Receive and file.

7. Knight Cities Challenge Grant.

RECOMMENDED ACTION: Authorize staff to submit the Knight Cities Challenge grant application and authorize the necessary signatures.

8. 2016 Organized Crime Drug Enforcement Task Force (OCDETF).

RECOMMENDED ACTION: Approve continued annual participation in the OCDETF program and approve the budget for the fiscal year beginning October 1, 2015.

9. Surplus of City-owned Property at 3003, 3009 and 3011 E. 13th Street. (District I)

RECOMMENDED ACTION: 1) Approve the sale; 2) approve the real estate agreement; and 3) authorize any necessary signatures.

10. Waiver of MABCD Special Assessment Fees. (District VI)

RECOMMENDED ACTION: Waive the \$911.68 in MABCD special assessment fees.

11. Emergency Stormwater Main Repairs at Industrial and I-235. (District III)

RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the repairs, approve the increase in expenditure authority and related budget adjustments, and authorize the necessary signatures.

12. Healthcore Clinic, Inc., Hold Harmless Agreement. (District I)

RECOMMENDED ACTION: Approve the hold harmless agreement and authorize the necessary signatures.

13. Buffalo Park Improvements Amending Resolution. (District V)

RECOMMENDED ACTION: Adopt the amended bonding resolution and authorize the necessary signatures.

14. Second Reading Ordinances: (NONE)

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.

15. *SUB2015-00015 -- Plat of Scholfield Honda Commercial 2nd Addition Located East of Woodlawn, on the South Side of Kellogg. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

16. *ZON2015-00032 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located Midway Between Harry Street and Pawnee Avenue, East of Sheridan Avenue, on the North Side of May Street. (District IV)

RECOMMENDED ACTION: Approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

17. * ZON2015-00033 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located South of Central Avenue on the Southeast Corner of Hoover Avenue and Newell Street. (District VI)

RECOMMENDED ACTION: Approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

18. *ZON2015-00034 – City Zone Change from Limited Commercial to Central Business District on Property Generally Located West of McLean Boulevard, East of Oak Street, on the South Side of Douglas Avenue. (District IV)

RECOMMENDED ACTION: Approve the zoning and place the ordinance on first reading (simple majority of four votes required).

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

19. *WAA Report of Board of Bids and Contracts dated October 19, 2015.

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

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: Forestry Facility Project (All Districts)
INITIATED BY: Department of Park and Recreation
AGENDA: Unfinished Business

Recommendation: Approve the project initiation, adopt the bonding resolution and approve any necessary budget adjustments.

Background: The 2016 Adopted Budget includes a significant expansion of Forestry Section operations. This operational expansion is based on a new franchise fee agreement between the City and Westar Energy which was approved by the City Council on December, 2014. Forestry staff currently occupy a small portion of the Central Maintenance Facility (CMF) located at 1801 S. McLean. Constructed in the 1970s, CMF houses staff and equipment for Stormwater, Fleet, Maintenance and Engineering. There is no additional room for Forestry expansion at the CMF.

Analysis: In late 2014 the City took possession of the vacated Kansas National Guard armory located at 1205 S. McLean. This site is close to both the CMF and the Park Maintenance Facility at 1245 S. McLean. Staff considered alternative uses for the armory and determined that the former armory could be a suitable and cost-effective site for Forestry staff and equipment. In conjunction with Public Works Building Maintenance staff, a review of the facility identified necessary improvements to the roof and HVAC systems, changes to the interior to provide needed office and restroom space, and enhancement to improve the security and functionality of the facility. Total costs of the conversion of the former armory to a Forestry facility total \$981,000, as itemized below.

Roof Replacement	\$165,000
Interior Floor Plan Remodel	\$501,000
Furniture and A/V	\$ 70,000
Fencing and Gates	\$115,000
Exterior Lighting	\$ 40,000
Design/Project Management	<u>\$ 90,000</u>
TOTAL:	\$981,000

Legal Consideration: The Law Department has reviewed and approved as to form the bonding resolution.

Financial Consideration: The 2015 Revised Budget includes \$310,000 for the capital improvements. Additional amounts are expected to be available from savings within the Forestry program in 2015. These savings are related to salary and benefits, as new budgeted positions were not filled as rapidly as anticipated. In addition, funding budgeted for capital outlay for new forestry equipment is not expected to be fully expended in 2015. Staff propose to fund the cost of the improvements by transferring up to \$671,000 in Forestry under expenditures to this project.

Recommendation/Actions: It is recommended that the City Council 1) approve the budget adjustment, 2) adopt the bonding resolution, 3) authorize initiation of the project and 4) authorize all necessary signatures.

Attachment: Bonding Resolution

RESOLUTION NO. 15-346

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Labor, material, equipment and expenditures necessary for the design and construction of 7 work stations, establish men and women restrooms, installing a break room, additional offices for the arborist section, HVAC system, windows, doors and data line updates, shop area benches and storage areas located at 1205 S McLean (the “Project”) for the use of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$981,000 in accordance with specifications prepared or approved by the City of Wichita.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

Budget Adjustment

City of Wichita

(Controller's Office)

BA _ _ _ _ _

Total Doc Amount **\$1,342,000**

of detail lines **12**

Post Date ___/___/___

LN	Tran Code	Rvs	Dpt	App Yr	OCA	Object Level 3	Amount	Description (Reason for increase or decrease)
1	017		17	2015	172206	1100	\$304,000	Reduce salaries & benefits budget to accommodate increase of transfer to project
2	017		17	2015	172206	1400	\$23,256	Reduce salaries & benefits budget to accommodate increase of transfer to project
3	017		17	2015	172206	1401	\$37,088	Reduce salaries & benefits budget to accommodate increase of transfer to project
4	017		17	2015	172206	1403	\$6,718	Reduce salaries & benefits budget to accommodate increase of transfer to project
5	017		17	2015	172206	1404	\$395	Reduce salaries & benefits budget to accommodate increase of transfer to project
6	017		17	2015	172206	1405	\$87,327	Reduce salaries & benefits budget to accommodate increase of transfer to project
7	017		17	2015	172206	1406	\$1,216	Reduce salaries & benefits budget to accommodate increase of transfer to project
8	017		17	2015	172206	2599	\$140,000	Reduce contractals budget to accommodate increase of transfer to project
9	017		17	2015	172206	2700	\$40,000	Reduce contractals budget to accommodate increase of transfer to project
10	017		17	2015	172206	3809	\$19,000	Reduce commodities budget to accommodate increase of transfer to project
11	017		17	2015	172206	4610	\$12,000	Reduce capital outlay budget to accommodate increase of transfer to project
12	016		17	2015	172206	5125	\$671,000	Increase amount for transfer to project
13								
14								
15								

Initiating Department:	Date	City Manager Authorization	Date	Budget Analyst Initials	Date
Department Head:	Date	Budget Officer Initials	Date		

- | | |
|--|--|
| T/C 001 Establish revenue budget | T/C 015 Establish expenditure budget |
| T/C 002 Increase revenue budget | T/C 016 Increase expenditure budget |
| T/C 003 Decrease revenue budget | T/C 017 Decrease expenditure budget |
| T/C 004 Establish revenue transfers in | T/C 018 Establish expenditure transfer out |
| T/C 005 Increase revenue transfers in | T/C 019 Increase transfers out |
| T/C 006 Decrease revenue transfers in | T/C 020 Decrease transfers out |

Budget Adjustment

City of Wichita

(Controller's Office)

BA _ _ _ _ _

Total Doc Amount \$1,962,000

of detail lines 6

Post Date __/__/__

LN	Tran Code	Rvs	Dpt	App Yr	OCA	Object Level 3	Amount	Description (Reason for increase or decrease)
1	017		17	2015	172206	5125	\$981,000	Transfer the Forestry Work Section relocation from CMF to the Armory Project funds
2	016		17	2015	796014	2599	\$591,000	Remodeling of the Armory (1205 S. McLean) for the Forestry Section
3	016		17	2015	796014	3805	\$70,000	Furniture & equipment <\$5000 each
4	016		17	2015	796014	4204	\$165,000	Roof Replacement
5	016		17	2015	796014	4303	\$115,000	Fencing and Gates
6	016		17	2015	796014	4308	\$40,000	Lighting => \$25,000
7								
8								
9								
10								
11								
12								
13								
14								
15								

Initiating Department:	Date	City Manager Authorization	Date	Budget Analyst Initials	Date
Department Head:	Date	Budget Officer Initials	Date		

- | | |
|--|--|
| T/C 001 Establish revenue budget | T/C 015 Establish expenditure budget |
| T/C 002 Increase revenue budget | T/C 016 Increase expenditure budget |
| T/C 003 Decrease revenue budget | T/C 017 Decrease expenditure budget |
| T/C 004 Establish revenue transfers in | T/C 018 Establish expenditure transfer out |
| T/C 005 Increase revenue transfers in | T/C 019 Increase transfers out |
| T/C 006 Decrease revenue transfers in | T/C 020 Decrease transfers out |

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Residences at Linwood, LLC) (District III)
INITIATED BY: Office of Urban Development
AGENDA: New Business

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

Background: On June 19, 2012, the City Council approved a Letter of Intent (LOI) to Residences at Linwood, LLC for the issuance of Industrial Revenue Bonds (IRBs) in an amount not to exceed \$5,000,000 for the acquisition and renovation of the first phase of The Residences at Linwood, an apartment complex located at 2002 S. Hydraulic. On June 10, 2014 the LOI was amended to include both phases of the project and increased the not-to-exceed amount to \$7,000,000.

Analysis: Residences at Linwood, LLC (Linwood) purchased the former Linwood Apartments in December 2011. The facility encompasses 90 single-story brick four-plexes on 21 acres for a total of 360 units. The units were originally built by the Garvey family in the 1940s and 1950s to house aircraft workers and soldiers returning from World War II. The property had changed ownership several times since 1999 and had fallen into disrepair. At the time of acquisition by Linwood, over 60 of the 90 buildings were vacant and boarded up.

The developer has installed new hardwood floors and carpet, countertops, vanities, bathroom mirrors and fixtures, cabinets, hardware and interior walls. Additionally it has upgraded plumbing and electrical, breaker boxes, installed washing and drying machines in all units, roofing, landscaping, exterior lighting, fencing and signage, brick repair and tuck-pointing, new windows and heating and air conditioning units.

Financial Considerations: Bonds will be privately placed with the developer in an amount not-to-exceed \$7,000,000. Linwood 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. Linwood is not requesting a property tax abatement in conjunction with the IRBs.

The cost/benefit analysis conducted by Wichita State University’s Center for Economic Development and Business Research reports the following ratios of benefits to costs:

City of Wichita	3.95 to 1
City General Fund	2.28 to 1
Sedgwick County	5.80 to 1
USD 259	NA
State of Kansas	2.63 to 1

Legal Considerations: The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

IRB Issuance – Residences at Linwood

October 20, 2015

Page 2

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$7,000,000 and authorize the necessary signatures.

Attachment(s): Bond Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES III, 2015 (THE RESIDENCES AT LINWOOD LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 FOR THE PURPOSE OF ACQUIRING, IMPROVING, RENOVATING AND EQUIPPING CERTAIN MULTIFAMILY HOUSING APARTMENTS; 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.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, 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

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series III, 2015 (The Residences at Linwood LLC) (Taxable Under Federal Law), in the aggregate principal amount of not to exceed \$7,000,000 (the “2015 Bonds”), for the purpose of paying the costs of acquiring, improving, renovating and equipping certain multifamily housing apartments (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to The Residences at Linwood LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the 2015 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 Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2015 Bonds to execute and deliver (i) a Trust Indenture dated as of November 1, 2015 (the “Indenture”), with Commerce Bank, Kansas City, Missouri, trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2015 Bonds; (ii) a Lease dated as of November 1, 2015 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2015 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

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 Acquired, Improved, Renovated and Equipped. The Governing Body of the Issuer hereby declares that the Project, if in being, would

promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be acquired, improved, renovated and equipped all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2015 Bonds. The Issuer is hereby authorized and directed to issue the 2015 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series III, 2015 (The Residences at Linwood LLC) (Taxable Under Federal Law)” in the aggregate principal amount of not to exceed \$7,000,000. The 2015 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 Indenture. The 2015 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2015 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 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2015 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2015 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the 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. In the Mayor’s absence, the Vice Mayor or, in the Mayor’s or Vice Mayor’s absence, any Council member authorized to execute documents on behalf of the Mayor may perform the duties of the Mayor under this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2015 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 5. 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 2015 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 6. 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, and approved by the Mayor on November 10, 2015.

CITY OF WICHITA, KANSAS

(Seal)

Jeff Longwell, Mayor

Attest:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. M. [Signature]

for Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 50-098

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES III, 2015 (THE RESIDENCES AT LINWOOD LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 FOR THE PURPOSE OF ACQUIRING, IMPROVING, RENOVATING AND EQUIPPING CERTAIN MULTIFAMILY HOUSING APARTMENTS; 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.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, 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

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series III, 2015 (The Residences at Linwood LLC) (Taxable Under Federal Law), in the aggregate principal amount of not to exceed \$7,000,000 (the “2015 Bonds”), for the purpose of paying the costs of acquiring, improving, renovating and equipping certain multifamily housing apartments (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to The Residences at Linwood LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the 2015 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 Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2015 Bonds to execute and deliver (i) a Trust Indenture dated as of November 1, 2015 (the “Indenture”), with Commerce Bank, Kansas City, Missouri, trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2015 Bonds; (ii) a Lease dated as of November 1, 2015 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2015 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

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 Acquired, Improved, Renovated and Equipped. The Governing Body of the Issuer hereby declares that the Project, if in being, would

promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be acquired, improved, renovated and equipped all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2015 Bonds. The Issuer is hereby authorized and directed to issue the 2015 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series III, 2015 (The Residences at Linwood LLC) (Taxable Under Federal Law)” in the aggregate principal amount of not to exceed \$7,000,000. The 2015 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 Indenture. The 2015 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2015 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 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2015 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2015 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the 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. In the Mayor’s absence, the Vice Mayor or, in the Mayor’s or Vice Mayor’s absence, any Council member authorized to execute documents on behalf of the Mayor may perform the duties of the Mayor under this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2015 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 5. 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 2015 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 6. 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, and approved by the Mayor on November 10, 2015.

CITY OF WICHITA, KANSAS

(Seal)

Jeff Longwell, Mayor

Attest:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council Members

SUBJECT: Water and Sewer Utility Revenue Bond and Refunding Revenue Sale

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Ratify the award of the bids.

Background: On October 6, 2015, Resolution No. 15-331 was adopted by the City Council authorizing the sale of one series of Water and Sewer Utility Revenue Bonds (Series 2015C) in the principal amount not to exceed \$26,500,000 and one series of Water and Sewer (W&S) Utility Refunding Revenue Bonds (Series 2015D) in the principal amount not to exceed \$26,500,000. The resolution also provided authority for the City Manager or his designee to accept the best conforming bids with ratification of the bids and approval of the bond ordinances and resolutions by the City Council at its next regularly scheduled meeting.

The City has established a minimum 3% threshold as an appropriate level of savings in connection with a bond refunding. In the event the actual bids on the Series 2015D Refunding bonds do not produce the minimum level of savings, the acceptance of bids on the refunding bonds will not be recommended.

Analysis: The proceeds from the sale of the Series 2015C Bonds will be used to provide permanent financing for capital improvement projects of the Water and Sewer Utilities. The debt is structured in such a way that it allows for inter-generational equity by spreading a portion of the costs over 15 and 20 years.

The proceeds from the sale of the Series 2015D Bonds will be used for the advance refunding of the City's outstanding W&S Revenue Bonds, Series 2008A, by providing the necessary funds to pay the principal and redemption premium on the redemption date of October 1, 2017.

Bids were accepted electronically through **PARITY** Electronic Bid Submission System on Wednesday October 14, 2015 until 10:00 a.m. Central Standard Time (CST) in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the bonds to the bidder whose proposed interest rates result in the lowest overall cost to the City.

Eight bids were received for the Series 2015C Bonds with the lowest bid at a true interest cost (TIC) of 2.72% received from Hutchinson, Shockey, Erley & Co. The Series 2015D Bonds received eight bids with the lowest bid at a TIC of 2.63 % received from Hutchinson, Shockey, Erley & Co.

Financial Considerations: The Series 2015C Bonds will mature serially over 15 and 20 years and will be paid from revenues of the Water and Sewer Utilities. The Series 2015C Bonds will be callable on and after October 1, 2026 at par.

The City has established a minimum 3% threshold as an appropriate level of savings in connection with a bond refunding. The calculated net present value benefit resulting from the sale of the Water and Sewer Utility Refunding Revenue Bonds, Series 2015D is \$2.387 million or 10.264%. The Series 2015D Bonds will mature from the years 2016 through 2032, with principal maturities structured to produce level savings for the years 2016-2031 (nearly \$185,000 per year). The Series 2015D Bonds are callable on and after October 1, 2026 at par.

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

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

Attachment(s):

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

3:46:38 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary
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Bid Results

Wichita
\$25,135,000 Water and Sewer Utility Refunding Revenue Bonds,
Series 2015D

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

Bid Award*		Bidder Name	TIC
<input checked="" type="checkbox"/>	Reoffering	Hutchinson, Shockey, Erley & Co.	2.609925
<input type="checkbox"/>		Mesirow Financial, Inc.	2.665007
<input type="checkbox"/>		Bank of America Merrill Lynch	2.672279
<input type="checkbox"/>		Raymond James & Associates, Inc.	2.681365
<input type="checkbox"/>		Robert W. Baird & Co., Inc.	2.737074
<input type="checkbox"/>		J.P. Morgan Securities LLC	2.753114
<input type="checkbox"/>		Wells Fargo Bank, National Association	2.834999
<input type="checkbox"/>		UBS Financial Services Inc.	2.841809

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

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City of Wichita, Kansas
~~\$25,135,000~~ \$23,395,000
Water and Sewer Utility Refunding Revenue Bonds, Series 2015D

For the aggregate principal amount of ~~\$25,135,000.00~~ \$23,395,000.00, we will pay you ~~\$27,086,766.64~~ \$25,174,708.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
10/01/2016	1,315M	1,035M	5.0000	0.3000	104.155	
10/01/2017	1,275M	1,015M	4.0000	0.7000	106.171	
10/01/2018	1,205M	1,060M	5.0000	0.9000	111.653	
10/01/2019	1,315M	1,120M	3.0000	1.0800	107.286	
10/01/2020	1,335M	1,155M	4.0000	1.3800	112.337	
10/01/2021	1,360M	1,205M	5.0000	1.6500	118.715	
10/01/2022	1,390M	1,270M	5.0000	1.8800	120.061	
10/01/2023	1,426M	1,340M	2.5000	2.0500	103.260	
10/01/2024	1,450M	1,365M	5.0000	2.1800	122.666	
10/01/2025	1,485M	1,435M	5.0000	2.2800	123.951	
10/01/2026	1,515M	1,495M	3.0000	2.4000	105.251	
10/01/2027	1,546M	1,535M	3.0000	2.5200	104.175	
10/01/2028	1,590M	1,575M	3.0000	2.6800	102.761	
10/01/2029	1,635M	1,620M	4.0000	2.8500	109.844	
10/01/2030	1,685M	1,680M	3.0000	3.1000	98.812	
10/01/2031	1,735M	1,725M	3.0000	3.1500	98.134	
10/01/2032	1,785M	1,765M	3.1250	3.2000	99.025	

Total Interest Cost:	\$8,412,689.06	\$8,078,601.56
Premium:	\$1,951,766.64	\$1,779,708.60
Net Interest Cost:	\$6,460,922.42	\$6,298,892.96
TIC:	2.600025	2.6388091

Total Insurance Premium:
 Time Last Bid Received On: 10/14/2015 9:57:50 CDST

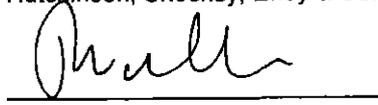
This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Hutchinson, Shockey, Erley & Co., Chicago , IL
 Contact: Jim VanMetre
 Title:
 Telephone: 312-443-1555
 Fax: 312-443-7225

Issuer Name: City of Wichita

Company Name: Hutchinson, Shockey, Erley & Co.

Accepted By: 

Accepted By: 

Date: October 14, 2015

Date: October 14, 2015

3:46:50 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary
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Bid Results

Wichita
\$25,490,000 Water and Sewer Utility Revenue Bonds,
Series 2015C

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

Bid Award*		Bidder Name	TIC
<input checked="" type="checkbox"/>	Reoffering	Hutchinson, Shockey, Erley & Co.	2.712611
<input type="checkbox"/>		Mesirow Financial, Inc.	2.742405
<input type="checkbox"/>		Raymond James & Associates, Inc.	2.787148
<input type="checkbox"/>		Piper Jaffray & Company	2.800327
<input type="checkbox"/>		Robert W. Baird & Co., Inc.	2.802257
<input type="checkbox"/>		Bank of America Merrill Lynch	2.833974
<input type="checkbox"/>		J.P. Morgan Securities LLC	2.853910
<input type="checkbox"/>		Wells Fargo Bank, National Association	2.931999

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

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REQUEST FOR DECLARATION OF EMERGENCY

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

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, October 20, 2015, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015C Bonds occur on the same date bids are received and to enable the City to deliver the Series 2015C Bonds authorized by said Ordinance on November 12, 2015.

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

EXECUTED at Wichita, Kansas on October 20, 2015.

Jeff Longwell, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON OCTOBER 20, 2015**

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

Absent:

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

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015 (the "Series 2015C Bonds"), of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of Hutchinson, Shockey, Erley & Co., Chicago, Illinois, was the best bid for the Series 2015C Bonds, a copy of which is attached hereto as **EXHIBIT B**.

MAYOR, JEFF LONGWELL moved that said bid be accepted, that the City Manager's execution of the bid form selling the 2015C Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale be ratified, to pass an ordinance hereinafter captioned on an emergency basis pursuant to a Declaration of Emergency and to adopt a resolution hereinafter captioned:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-096 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by VICE-MAYOR JAMES CLENDENIN. Said motion was carried by a vote of the governing body with the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 50-096; (b) said Resolution duly adopted and numbered Resolution No. 15-341; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Karen Sublett, City Clerk

**EXHIBIT A
BID TABULATION**

**CITY OF WICHITA, KANSAS
WATER AND SEWER UTILITY REVENUE BONDS**

Dated: November 1, 2015
Series 2015C
Good Faith Deposit: \$509,800

Sale Date: October 14, 2015
10:00 a.m., C.D.T.
Max Interest Rate: 8.131%

BIDDERS

AWARD:		HUTCHINSON, SHOCKEY, ERLEY & CO.			
SALE:		October 14, 2015		Standard & Poor's Rating: AA-	
Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate	
HUTCHINSON, SHOCKEY, ERLEY & CO.	5.00% 2016-2019	\$27,011,584.01 ^(b)	\$7,191,258.28 ^(b)	2.7126% ^(b)	
	3.00% 2020				
	4.00% 2021				
	5.00% 2022-2023				
	2.50% 2024				
	3.00% 2025-2028				
	4.00% 2029				
	3.00% 2030-2031				
	3.10% 2032				
	3.20% 2033				
	3.25% 2034-2035				
MESIROW FINANCIAL INC.	4.00% 2016	\$28,050,314.44	\$7,411,140.25	2.7424%	
	5.00% 2017-2026				
	4.00% 2027-2028				
	3.00% 2029-2031				
	3.125% 2032-2033				
	3.25% 2034-2035				
RAYMOND JAMES & ASSOCIATES, INC. JEFFERIES & COMPANY, INC. FTN FINANCIAL CAPITAL MARKETS MORGAN STANLEY & CO. INC.	5.00% 2016-2025	\$28,530,831.75	\$7,687,226.58	2.7871%	
	3.00% 2026				
	3.50% 2027				
	4.00% 2028-2035				
PIPER JAFFRAY & CO.	5.00% 2016-2018	\$28,362,152.21	\$7,709,031.12	2.8003%	
	2.00% 2019				
	5.00% 2020-2025				
	3.00% 2026				
	3.50% 2027				
	4.00% 2028-2035				

(a) Subsequent to bid opening, the issue size decreased from \$25,490,000 to \$25,150,000.

(b) Subsequent to bid opening, the price, net interest cost, and true interest rate have changed to \$26,621,686.96, \$7,295,714.50, and 2.7263%, respectively.

Public Sector Advisors

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
ROBERT W. BAIRD & COMPANY, INCORPORATED	4.00% 2016-2020 3.00% 2021-2022	\$27,337,348.30	\$7,490,688.16	2.8022%
C.L. KING & ASSOCIATES	5.00% 2023-2025			
EDWARD D. JONES & COMPANY	4.00% 2026-2028			
CRONIN & COMPANY, INC.	3.00% 2029-2030			
ROSS, SINCLAIRE & ASSOCIATES, LLC	3.125% 2031-2032			
WNJ CAPITAL	3.25% 2033-2035			
COASTAL SECURITIES L.P.				
SAMCO CAPITAL MARKETS, INC.				
LOOP CAPITAL MARKETS, LLC				
CREWS & ASSOCIATES				
DAVENPORT & COMPANY LLC				
NORTHLAND SECURITIES, INC.				
SUMRIDGE PARTNERS				
OPPENHEIMER & CO. INC.				
SIERRA PACIFIC SECURITIES				
GEORGE K. BAUM & COMPANY				
ISAAK BOND INVESTMENTS, INC.				
COMMERCE BANK, N.A.				
BERNARDI SECURITIES, INCORPORATED				
ALAMO CAPITAL				
COUNTRY CLUB BANK				
WAYNE HUMMER INVESTMENTS LLC				
WEDBUSH SECURITIES INC.				
VALDES AND MORENO				
CENTRAL STATES CAPITAL MARKETS				
UMB BANK, N.A.				
VINING-SPARKS IBG, LIMITED PARTNERSHIP				
DUNCAN-WILLIAMS, INC.				
R. SEELAUS & COMPANY, INC.				
FIRST EMPIRE SECURITIES				
IFS SECURITIES				
J.J.B. HILLIARD, W.L. LYONS LLC				
BANK OF AMERICA MERRILL LYNCH	2.00% 2016-2017 3.00% 2018-2020 4.00% 2021-2022 2.00% 2023 2.125% 2024 2.25% 2025 3.00% 2026 3.50% 2027 4.00% 2028-2035	\$26,948,836.64	\$7,627,121.17	2.8339%
J.P. MORGAN SECURITIES LLC	2.00% 2016	\$27,826,069.75	\$7,729,877.65	2.8539%
CITIGROUP GLOBAL MARKETS, INC.	4.00% 2017			
DREXEL HAMILTON, LLC	5.00% 2018			
ACADEMY SECURITIES, INC.	2.00% 2019			
PROTECTIVE	5.00% 2020-2025			
INTERCOASTAL CAPITAL	3.00% 2026			
SIEBERT BRANDFORD	3.50% 2027			
WILEY BROTHERS, INC.	4.00% 2028-2030 3.25% 2031 3.375% 2032 3.50% 2033-2035			

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
WELLS FARGO BANK, NATIONAL ASSOCIATION	5.00% 2016-2027	\$27,835,724.25	\$7,894,758.55	2.9319%
	3.00% 2028-2029			
	3.125% 2030			
	3.25% 2031			
	3.375% 2032			
	3.50% 2033-2034			
	3.625% 2035			

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
5.00%	2016	0.30%
5.00%	2017	0.70%
5.00%	2018	0.90%
5.00%	2019	1.08%
3.00%	2020	1.38%
4.00%	2021	1.65%
5.00%	2022	1.88%
5.00%	2023	2.05%
2.50%	2024	2.18%
3.00%	2025	2.28%
3.00%	2026	2.40%
3.00%	2027	2.52%
3.00%	2028	2.68%
4.00%	2029	2.85%
3.00%	2030	3.10%
3.00%	2031	3.15%
3.10%	2032	3.25%
3.20%	2033	3.30%
3.25%	2035	3.389%

BBI: 3.68%
Average Maturity: 10.058 Years

ORDINANCE NO. 50-096

OF

THE CITY OF WICHITA, KANSAS

PASSED

OCTOBER 20, 2015

**WATER AND SEWER UTILITY REVENUE BONDS
SERIES 2015C**

ORDINANCE NO. 50-096

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore by Ordinance No. 39-888, adopted May 26, 1987, and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the “City of Wichita, Kansas Water and Sewer Utility” (the “Utility”); and

WHEREAS, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the Utility; and

WHEREAS, the Governing Body has heretofore by various resolutions, duly adopted, found and determined it to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend or enlarge the Utility (the “Projects”), and found and determined it to be necessary and advisable to issue revenue bonds pursuant to the provisions of the Act in order to pay the costs thereof; and

WHEREAS, the Governing Body caused to be published in the City’s official newspaper, notices of the City’s intention to construct the Projects and issue such revenue bonds determined necessary by the aforesaid resolutions; and within the 15-day period after the publication of each such notice as required by the Act, no written protest was filed in the Office of the City Clerk against the Projects and the issuance of such revenue bonds, and the City is, therefore, now authorized to construct the Projects and to issue said revenue bonds; and

WHEREAS, other than the Outstanding Parity Bonds, the City does not have outstanding any bonds payable from the Net Revenues of the Utility; and

WHEREAS, the Governing Body hereby finds and determines that each and all of the conditions precedent to the issuance of additional Revenue bonds on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have, or can and will be satisfied prior to or upon the issuance of such additional revenue bonds; and

WHEREAS, the Governing Body hereby finds it necessary and desirable to provide for the issuance and delivery of the Series 2015C Bonds payable from Net Revenues of the Utility and to authorize and provide for the execution and delivery of certain agreements and supporting documents.

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

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

“Additional Indebtedness” means, collectively, Additional Bonds and Additional Obligations.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

“Bond Reserve Account” means the Water and Sewer Utility Bond Service Reserve Account.

“Bond Resolution” means collectively the Outstanding Parity Bond Resolutions, the Series 2015C Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

“Bonds” means, collectively, Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds.

“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.

“Current Expenses” means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. “Current Expenses” shall *not* include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the

Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

“Depreciation and Replacement Account” means the Water and Sewer Utility Depreciation and Replacement Account.

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

“Governing Body” means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

“Gross Revenues” means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Improvement Account” means the Water and Sewer Utility Improvement Account.

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

“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 City.

“Net Revenues” means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

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

“Outstanding Parity Bonds” means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds and Series 2015B Bonds.

“Outstanding Parity Bond Resolution” means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

“Parity Bonds” means the Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015C Bonds with respect to the Net Revenues.

“Parity Indebtedness” means, collectively, the Parity Bonds and Parity Obligations.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Payment to the City” shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

“Project” shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Preamble hereto and any Substitute Project.

“Series 2005B Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

“Series 2008A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

“Series 2009 Bonds” means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

“Series 2009A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

“Series 2009B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

“Series 2010 Bonds” means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

“Series 2010A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

“Series 2010B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

“Series 2011A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

“Series 2012A Bonds” mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

“Series 2014A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

“Series 2014B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

“Series 2015B Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

“Series 2015C Bond Reserve Subaccount” shall mean the Water and Sewer Utility Revenue Bonds, Series 2015C, Bond Reserve Subaccount created within the Bond Reserve Account.

“Series 2015C Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015, authorized by this Ordinance.

“**Series 2015D Bonds**” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015.

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

“**Substitute Project**” means a substitute or additional project of the Utility authorized in the manner set forth in the Bond Resolution.

“**Utility**” shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

“**Utility Indebtedness**” means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

Section 2. Authorization of the Series 2015C Bonds. There shall be issued and hereby are authorized and directed to be issued the Water and Sewer Utility Revenue Bonds, Series 2015C, of the City in the principal amount of \$25,150,000, for the purpose of providing a portion of the funds to: (a) pay all or a portion of the costs of the Project; (b) make a deposit to the Series 2015C Bond Reserve Subaccount; and (c) pay costs of issuance of the Series 2015C Bonds.

Section 3. Security for the Series 2015C Bonds. The Series 2015C Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015C Bonds. The Series 2015C Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015C Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015C Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015C Bonds, all of which Series 2015C Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015C Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2015C Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015C Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015C Bonds.

Section 4. Terms, Details and Conditions of the Series 2015C Bonds. The Series 2015C Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses; (b) pay the principal of and

interest on the Utility Indebtedness as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

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

Section 7. Governing Law. This Ordinance and the Series 2015C Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

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

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PASSED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on October 20, 2015; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on October 23, 2015.

DATED: October 23, 2015.

Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON OCTOBER 23, 2015)

SUMMARY OF ORDINANCE NO. 50-096

On October 20, 2015, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Series 2015C Bonds approved by the Ordinance are being issued in the principal amount of \$25,150,000, to finance improvements to the Water and Sewer Utility of the City (the “Utility”), and constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues derived by the City from the operation of the Utility. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

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

DATED: October 20, 2015.

/s/ Jennifer Magaña

Jennifer Magaña, Director of Law
and City Attorney

RESOLUTION NO. 15-341

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

OCTOBER 20, 2015

\$25,150,000
WATER AND SEWER UTILITY REVENUE BONDS
SERIES 2015C

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RESOLUTION NO. 15-341

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2015C, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-096 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2015C Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2015C Bonds.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution; provided that any General Obligation Indebtedness shall not constitute Additional Bonds.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

“Annual Budget” means with respect to the Utility, the City’s budget of estimated receipts and expenditures on account of all Funds and Accounts created under the provisions of the Bond Resolution, including a budget of Current Expenses, for any Fiscal Year and adopted pursuant to the provisions of **Section 806** of the Bond Resolution.

“Assured Guaranty” means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

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

“Authorized Investments” shall mean, as long as the Pre-2008 Bonds are Outstanding, any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Issuer pursuant to the Bond Resolution:

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

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

(b) bonds, notes or other evidences of indebtedness rated "AA " by Standard & Poor's, and "Aa2" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

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

(d) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(e) investment agreements with 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

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

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

and thereafter 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 or the federal home loan mortgage corporation;
- (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;
- (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); or

(m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

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

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

“Bond Insurance Policy” means the municipal bond insurance policy or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of any Utility Indebtedness guaranteeing the scheduled payment when due of the principal of and interest on such Utility Indebtedness.

“Bond Insurer” means: (a) FGIC with respect to the Series 2005B Bonds; (b) Assured Guaranty with respect to the Series 2008A Bonds; and (c) with respect to Additional Indebtedness, the entity set forth in the supplemental resolution authorizing the Additional Indebtedness.

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

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

“Bond Registrar” means: (a) with respect to the Series 2015C Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Reserve Account” means the Water and Sewer Utility Bond Service Reserve Account.

“Bond Reserve Requirement” means, collectively, the bond reserve requirement for each series of Outstanding Parity Bonds, the Series 2015C Bond Reserve Requirement and any bond reserve requirement for any subsequent series of Parity Bonds.

“Bond Resolution” means collectively the Outstanding Parity Bond Resolutions, the Series 2015C Bond Resolution, the Series 2015D Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

“Bonds” means, collectively, Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds.

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

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

“City” means the City of Wichita, Kansas.

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

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

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

“Consultant” means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

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

“Costs of Issuance” means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“Costs of Issuance Account” means Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2015C.

“Current Expenses” means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. “Current Expenses” shall *not* include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

“Dated Date” means, with respect to the Series 2015C Bonds, November 1, 2015.

“Debt Service Coverage Ratio” means, for any Fiscal Year: (a) with respect to the rate covenants, the ratio determined by dividing (i) a numerator equal to the Net Revenues Available for Debt Service for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by dividing (i) a numerator equal to the average Net Revenues Available for Debt Service for the two (2) prior Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that are proposed to be Parity Indebtedness, Debt Service Requirements on Subordinate Lien Obligations and General Obligation Indebtedness shall be disregarded.

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

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

“Defeasance Obligations” means, so long as the Pre-2008 Bonds are Outstanding, any of the following obligations:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized by with obligations described in the following (b)); or

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

and thereafter shall mean:

(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.

“Depreciation and Replacement Account” means the Water and Sewer Utility Depreciation and Replacement Account.

“Depreciation and Replacement Account Requirement” means an amount equal fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Fiscal Year

“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's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Issuer's Omnibus Continuing Disclosure Undertaking for Utility Indebtedness relating to certain obligations contained in the SEC Rule.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

“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 Utility Indebtedness shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

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

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;
or

(d) Any substantial part of the Utility shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the Utility and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Utility or any part thereof or of the Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues Available for Debt Service; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in Utility Indebtedness or in the Bond Resolution (other than the covenants relating to continuing disclosure) 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 Utility Indebtedness then Outstanding; or

In determining whether an Event of Default shall have occurred with respect to the due and prompt payment of the Debt Service Requirements on any Insured Bonds no effect shall be given to payments made under any Bond Insurance Policy.

“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.

“FGIC” means Financial Guaranty Insurance Company, or any successor thereto.

“Financeable Costs” means the amount of expenditure for a Project which has been duly authorized by action of the Governing Body to be financed by Utility Indebtedness, less: (a) the amount of any Utility Indebtedness of the Issuer which is 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.

“FSA” means Financial Security Assurance Inc., a New York stock insurance company, or any successor thereto.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in the Bond Resolution.

“General Obligation Indebtedness” means any of the Issuer’s general obligation bonds issued for improvements to the Utility.

“Governing Body” means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

“Gross Revenues” means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Improvement Account” means the Water and Sewer Utility Improvement Account.

“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 the Bond Resolution.

“Index Rate” means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insured Bonds” means any Utility Indebtedness of which the scheduled payment of principal and interest is guaranteed by a Bond Insurance Policy.

“Interest Payment Date(s)” means: (a) with respect to the Series 2015C Bonds, the Stated Maturity of an installment of interest on the Series 2015C Bonds which shall be April 1 and October 1 of each year, commencing April 1, 2016; (b) with respect to the Outstanding Parity Bonds, the Stated Maturity of an installment of interest on such Outstanding Parity Bond Resolutions, and (c) with respect to Additional Indebtedness, the Stated Maturity of an installment of interest on such Additional Indebtedness, as set forth in the supplemental resolution authorizing such Additional Indebtedness.

“Interim Indebtedness” means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

“Issue Date” means the date when the Issuer delivers any series of Utility Indebtedness to the Purchaser in exchange for the Purchase Price.

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

“Long-Term Indebtedness” means Utility Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

“Maturity” when used with respect to any Utility Indebtedness means the date on which the principal of such Utility Indebtedness 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.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Permitted Investments on deposit in the Bond Reserve Subaccount for such series, so long as the Bond Reserve Subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

“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.

“Net Proceeds” shall mean any insurance proceeds or condemnation awards, paid with respect to the Utility, remaining after the payment therefrom of all expenses incurred in the collection thereof.

“Net Revenues” means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

“Net Revenues Available for Debt Service” means the Net Revenues.

“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:

Series 2015C Bonds:

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

(c) To the Purchaser:

Series 2015C Bonds:

Hutchinson, Shockey, Erley & Co.
222 W. Adams, Suite 1700
Chicago, Illinois 60606
Fax: (312) 443-7225

- (d) To the Rating Agency(ies):

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

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

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

“Notice Representative” means:

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

“Official Statement” means Issuer’s Official Statement relating to the Series 2015C Bonds.

“Operating Revenues” shall mean the Gross Revenues, less investment income and less Current Expenses.

“Ordinance” means Ordinance No. 50-096 of the Issuer authorizing the issuance of the Series 2015C Bonds, as amended from time to time.

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

- (a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;
- (b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolution;

(c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolution; and

(d) Utility Indebtedness, the principal or interest of which has been paid by the Bond Insurer.

“Outstanding Parity Bond Resolution” means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

“Outstanding Parity Bonds” means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds, Series 2014B Bonds and Series 2015B Bonds.

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

“Parity Bonds” means the Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015C Bonds with respect to the Net Revenues.

“Parity Indebtedness” means, collectively, the Parity Bonds and Parity Obligations.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means, collectively, the Outstanding Parity Bond Resolution, the Series 2015C Bond Resolution, the Series 2015D Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Outstanding Parity Bonds, the Series 2015C Bonds and the Series 2015D Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Indebtedness, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Indebtedness.

“Payment to the City” shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

“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.

“Pre-2008 Bonds” means the Series 2005B Bonds.

“Pre-2009 Bonds” means, collectively, the Pre-2008 Bonds and the Series 2008A Bonds.

“Pre-2010 Bonds” means, collectively, the Pre-2009 Bonds and the Series 2009 Bonds.

“Pre-2014 Bonds” means, collectively, the Pre-2010 Bonds, the Series 2010 Bonds, the Series 2011A Bonds and the Series 2012A Bonds.

“Principal and Interest Account” shall mean the Water and Sewer Utility Principal and Interest Account.

“Project Costs” shall mean, as applied to the Projects, any and all costs and expenses incurred in connection with the acquisition or construction of the Projects, and shall include, without intending thereby to limit or restrict any proper definition of such words under the provisions of the Act, the following:

(a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the construction of the Projects, for machinery and equipment, and for the restoration of property damaged or destroyed in connection with such construction;

(b) Taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Projects or any property acquired therefor, and premiums on insurance (if any) in connection with the Projects during the construction thereof;

(c) Fees and expenses of engineers, including the Consulting Engineers, for studies, surveys and estimates, engineering, and the preparation of plans and supervision of construction, as well as for the performance of all other duties of engineers in relation to the acquisition and construction of the Projects or the issuance of financing therefor;

(d) Expenses of administration properly chargeable to the Projects, legal expenses and fees, financing charges, costs of audits and of preparing and issuing the Bonds, and all other items of expense not elsewhere in this definition specified but incident to the acquisition and construction of the Projects and the placing of the same in operation and to the acquisition of real estate, franchises and rights-of-way therefor, including abstracts of title and title insurance, and the financing thereof, including specifically the Costs of Issuance;

(e) The costs of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of award or final judgment in or any settlement or compromise of any proceedings to acquire by condemnation, such property, lands, property rights, rights-of-way, franchises, easements and other interests in land as may be deemed necessary or convenient for the acquisition or construction of the Projects, or the operation thereof, options and partial payments thereon, and the amount of any damages incident to or consequent upon the acquisition or construction of the Projects; and

(f) Any obligation or expense heretofore or hereafter incurred by the City and any amounts heretofore or hereafter advanced by the City or by any agency of the State or the Federal Government for any of the foregoing purposes, specifically including the payment and retirement of any temporary financing which may have previously been issued for any individual Project.

“Project” shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Ordinance and any Substitute Project.

“Project Funds” with respect to the Series 2015C Bonds, shall mean, collectively, the Series 2015C Sewer Projects Fund and the Series 2015C Water Projects Fund.

“Purchase Price” means, with respect to the Series 2015C Bonds, 100% of the principal amount of the Series 2015C Bonds, plus accrued interest to the date of delivery, plus a premium of \$1,471,686.96.

“Purchaser” means, with respect to the Series 2015C Bonds, Hutchinson, Shockey, Erley & Co., Chicago, Illinois, the original purchaser of the Series 2015C Bonds, and any successor and assigns.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

“Rebate Fund” means the Rebate Fund for Water and Sewer Revenue Bonds, Series 2015C.

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

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

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

“Refunding Indebtedness” means Utility Indebtedness issued for the purpose of refunding any Outstanding Utility Indebtedness.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Water and Sewer Utility Revenue Fund.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

“Series 2005B Bond Resolution” means collectively the Issuer's Ordinance No. 46-634 and Resolution No. 05-406, which authorized the Series 2005B Bonds.

“Series 2005B Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

“Series 2008A Bond Resolution” means collectively the Issuer's Ordinance No. 47-866 and Resolution No. 08-170, which authorized the Series 2008A Bonds.

“Series 2008A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

“Series 2009 Bond Resolution” means collectively the Issuer's Ordinance No. 48-351 and Resolution No. 09-174, which authorized the Series 2009 Bonds.

“Series 2009 Bonds” means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

“Series 2009A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

“Series 2009B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

“Series 2010 Bond Resolution” means collectively the Issuer's Ordinance No. 48-834 and Resolution No. 10-257, which authorized the Series 2010 Bonds.

“Series 2010 Bonds” means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

“Series 2010A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

“Series 2010B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

“Series 2011A Bond Resolution” means collectively the Issuer's Ordinance No. 49-148 and Resolution No. 11-260, which authorized the Series 2011A Bonds.

“Series 2011A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

“Series 2012A Bond Resolution” means collectively the Issuer's Ordinance No. 49-266 and Resolution No. 12-090 which authorized the Series 2012A Bonds.

“Series 2012A Bonds” mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

“Series 2014A Bond Resolution” means collectively the Issuer's Ordinance No. 49-786 and Resolution No. 14-188 which authorized the Series 2014A Bonds.

“Series 2014A Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

“Series 2014B Bond Resolution” means collectively the Issuer's Ordinance No. 49-901 and Resolution No. 14-370, which authorized the Series 2014B Bonds.

“Series 2014B Bonds” means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

“Series 2015B Bond Resolution” means collectively the Issuer's Ordinance No. 49-975 and Resolution No. 15-086, which authorized the Series 2015B Bonds.

“Series 2015B Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

“Series 2015C Bond Reserve Requirement” shall mean a sum equal to greater of the amount of interest which shall become due and payable on the Series 2015C Bonds during the next Fiscal Year (determined in each year) or the maximum amount of interest which shall become due and payable on the Series 2015C Bonds in any subsequent year, except that, in no event shall the amount of the 2015C Bond Reserve Requirement ever exceed the amount which is the lesser of ten percent (10%) of the original principal amount of the Series 2015C Bonds (determined as of the date of issuance of the Series 2015C Bonds), the maximum annual principal and interest requirements on the Series 2015C Bonds (determined as of the date of issuance of the Series 2015C Bonds), or one hundred twenty-five percent (125%) of the average annual debt service on the Series 2015C Bonds (determined as of the date of issuance of the Series 2015C Bonds).

“Series 2015C Bond Reserve Subaccount” shall mean the Water and Sewer Utility Revenue Bonds, Series 2015C, Bond Reserve Subaccount created within the Bond Reserve Account.

“Series 2015C Bond Resolution” means collectively the Issuer's Ordinance and Resolution, which authorized the Series 2015C Bonds.

“Series 2015C Bonds” means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015, authorized and issued by the Issuer pursuant to the Ordinance and the Bond Resolution.

“Series 2015C Costs of Issuance Account” shall mean the Water and Sewer Utility Revenue Bonds, Series 2015C, Costs of Issuance Account created by this Resolution.

“Series 2015C Principal and Interest Subaccount” shall mean the Water and Sewer Utility Revenue Bonds, Series 2015C, Principal and Interest Subaccount created by this Resolution within the Principal and Interest Account.

“Series 2015C Sewer Projects” means the Sewer Utility projects financed, in whole or in part, by the Series 2015C Bonds, as described in the Series 2015C Bond Resolution.

“Series 2015C Sewer Utility Projects Fund” means the Sewer Utility Projects Fund for the Series 2015C Bonds.

“Series 2015C-2035 Term Bonds” means the Series 2015C Bonds maturing in the year 2035.

“Series 2015C Water Projects” means the Water Utility projects financed, in whole or in part, by the Series 2015C Bonds, as described in the Series 2015C Bond Resolution.

“Series 2015C Water Utility Projects Fund” means the Water Utility Projects Fund for the Series 2015C Bonds.

“Series 2015D Bond Resolution” means collectively the Issuer's Ordinance and Resolution, which authorized the Series 2015D Bonds.

“Series 2015D Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015.

“Sewer Utility” shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired.

“Short-Term Indebtedness” means Utility Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 204* 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 Utility Indebtedness or any installment of interest thereon means the date specified in such Utility Indebtedness and the Bond Resolution as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

“Subordinate Indebtedness” means, collectively the Subordinate Lien Bonds and Subordinate Lien Obligations

“Subordinate Lien Bonds” means any Additional Bonds payable from the Revenues, and issued on a subordinate lien basis to any Parity Bonds.

“Subordinate Lien Obligations” means any Additional Obligations payable from, and secured by a lien on, the Revenues, which lien is junior to that of any Parity Obligations.

“Substitute Project” means a substitute or additional project of the Utility authorized in the manner set forth in this Resolution.

“Term Bonds” means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

“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.

“Utility” shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

“Utility Indebtedness” means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

“Value” means, for purposes of the Bond Resolution, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(c) as to certificates of deposit and bankers acceptances -- the face amount thereof, plus accrued interest.

Provided, however, that when the Pre-2010 Bonds are no longer Outstanding, “Value” shall be the amortized cost of an obligation or the market cost thereof, whichever is lower. Should the value of the Authorized Investments be required for any other legal purpose, the Value shall be calculated in accordance with the applicable laws and regulations.

“Variable Rate Indebtedness” means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

“Water Utility” shall mean and include the waterworks system now owned and operated by the Issuer and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015C Bonds. The Series 2015C Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$25,150,000, for the purpose of providing a portion of the funds to: (a) pay Project Costs; (b) make a deposit to the Series 2015C Bond Reserve Subaccount; and (c) pay Costs of Issuance. The Series 2015C Bonds shall be Parity Bonds and shall constitute Long-Term Indebtedness.

Section 202. Description of the Series 2015C Bonds. The Series 2015C Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2015C Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment, prior to their Stated Maturities as provided in *Article III* hereof and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2016	\$1,075,000	5.00%	2025	\$1,480,000	3.00%
2017	1,055,000	5.00%	2026	1,525,000	3.00%
2018	1,110,000	5.00%	2027	1,565,000	3.00%
2019	1,160,000	5.00%	2028	1,615,000	3.00%
2020	1,220,000	3.00%	2029	1,665,000	4.00%
2021	1,255,000	4.00%	2030	1,730,000	3.00%
2022	1,305,000	5.00%	2031	860,000	3.00%
2023	1,375,000	5.00%	2032	885,000	3.10%
2024	1,440,000	2.50%	2033	915,000	3.20%

TERM BONDS

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2035	\$1,915,000	3.25%

The Series 2015C Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof. The Series 2015C Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of *Section 209* hereof.

Each of the Series 2015C Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *Exhibit A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2015C

Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2015C Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2015C Bonds.

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

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

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

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

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

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

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

Section 205. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

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

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

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

The Series 2015C Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *Exhibit A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series 2015C Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Series 2015C Bond shall be conclusive evidence that such Series 2015C Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2015C Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

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

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

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) *Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.*

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized

thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in **Section 902**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under **Section 902** or **Section 211(a)(1)(D)** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) **Debt Service Requirements on Discount Indebtedness.** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be

refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October 6, 2015, is hereby ratified and approved. The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance 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 Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2015C Bonds.

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

Section 213. Sale of the Series 2015C Bonds. The sale of the Series 2015C Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2015C Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

Section 214. Parity Bond Certification.

The Issuer hereby represents and covenants that the Series 2015C Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Indebtedness heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2015C Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Indebtedness heretofore issued and Outstanding.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2015C Bonds.* At the option of the Issuer, Series 2015C Bonds maturing on October 1, in the years 2026 and thereafter will be subject to redemption and payment prior to their Stated Maturity on October 1, 2025, and thereafter as a whole or in part (selection of maturities and the amount of Series 2015C Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

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

under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) *The Series 2015C-2035 Term Bonds.* The Issuer shall from the payments specified in **Article VI** hereof which are to be deposited into the 2015C Principal and Interest Subaccount redeem on October 1 in each year, the following principal amounts of Series 2015C-2035 Term Bonds:

<u>Principal</u>	<u>Year</u>
\$940,000	2034
975,000	2035*

*Final Maturity

Section 302. Selection of Bonds to be Redeemed.

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount,

Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for

payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2015C Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015C Bonds. The Series 2015C Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015C Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015C Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015C Bonds, all of which Series 2015C Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015C Bonds, or otherwise, except as to rate of interest, date of maturity and right of

prior redemption as provided in this Bond Resolution. The Series 2015C Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015C Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015C Bonds.

ARTICLE V

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

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2015C Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Principal and Interest Subaccount for Water and Sewer Utility Revenue Bonds, Series 2015C;
 - (b) Bond Reserve Subaccount for Water and Sewer Utility Revenue Bonds, Series 2015C;
 - (c) Rebate Fund for Water and Sewer Utility Revenue Bonds, Series 2015C;
 - (d) Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2015C;
 - (e) Sewer Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2015C;
- and
- (f) Water Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2015C.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2015C Bond Resolution so long as the Series 2015C Bonds are Outstanding.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water and Sewer Utility Revenue Fund;
- (b) Water and Sewer Utility Bond Reserve Account;
- (c) Water and Sewer Utility Depreciation and Replacement Account;
- (d) Water and Sewer Utility Improvement Account;
- (e) Principal and Interest Subaccounts for Outstanding Parity Bonds; and
- (f) Bond Reserve Subaccounts for Outstanding Parity Bonds.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of Bond Resolution so long as the Utility Indebtedness is Outstanding.

Section 502. Deposit of Series 2015C Bond Proceeds. The net proceeds received from the sale of the Series 2015C Bonds shall be deposited simultaneously with the delivery of the Series 2015C Bonds as follows:

(a) Any accrued interest received from the sale of the Series 2015C Bonds shall be deposited in the Series 2015C Principal and Interest Subaccount.

(b) An amount necessary to pay Costs of Issuance shall be shall be deposited in the Series 2015C Costs of Issuance Account.

(c) An amount necessary to bring the Series 2015C Bond Reserve Subaccount to the Series 2015C Bond Reserve Requirement shall be deposited in the 2015C Bond Reserve Subaccount.

(d) An amount necessary to pay the costs of the Series 2015C Sewer Projects shall be deposited in the Series 2015C Sewer Utility Projects Fund.

(e) An amount necessary to pay the costs of the Series 2015C Water Projects shall be deposited in the Series 2015C Water Utility Projects Fund.

Section 503. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2015C Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2015C Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2015C Bonds.

Section 504. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2015C Bonds, shall be transferred to the Issuer for deposit into the Series 2015C Principal and Interest Subaccount.

Section 505. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used for the sole purpose of : (a) paying Project Costs; (b) for paying Costs of Issuance, if necessary; (c) paying interest on the Series 2015C Bonds during construction of the Project, if

necessary; and (d) transferring any amounts required to be deposited into the Rebate Fund. Withdrawals from the Project Fund for payment of Project Costs shall be supported by a certificate or statement of the Director of Finance that such payment is being made for a purpose within the scope of the Bond Resolution and is a proper Project Cost. Authorizations for withdrawals for other purposes shall be supported by a certificate of the Director of Finance stating that such payment is being made for a purpose within the purpose of the Bond Resolution. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Series 2015C Principal and Interest Subaccount.

Section 506. Substitute Project; Reallocation of Proceeds. The Issuer may elect for any reason to substitute or add other Utility improvements to be financed with proceeds of the Series 2015C Bonds provided the following conditions are met: (a) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the Governing Body in accordance with the laws of the State; (b) a resolution authorizing the use of the proceeds of the Series 2015C Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the Governing Body pursuant to this Section, (c) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Series 2015C Bonds to include the Substitute Project; and (d) the use of the proceeds of the Series 2015C Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax status of the Series 2015C Bonds under State or federal law.

The Issuer may reallocate expenditure of Series 2015C Bond proceeds among all Projects financed by the Series 2015C Bonds; provided the following conditions are met: (a) the reallocation is approved by the Governing Body; (b) the reallocation shall not cause the proceeds of the Series 2015C Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (c) the reallocation will not adversely affect the tax-exempt status of the Series 2015C Bonds under State or federal law.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2015C Bonds, and continuing as long as any of the Utility Indebtedness remains Outstanding, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Outstanding Parity Bond Resolutions.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2015C Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** The cost of Current Expenses shall be paid currently as bills accrue. Such amount as may be necessary in the opinion of the Governing Body to pay the reasonable and proper Current Expenses for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

Parity Resolutions. The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Bond Resolution with respect to any Parity Indebtedness, and the term Parity Obligations shall be substituted for Bonds, as appropriate.

(b) **Principal and Interest Account.** There shall next be paid and credited on the first day of each month to the Principal and Interest Account, for credit to the respective Subaccounts thereof, a proportionate amount necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds. All amounts paid and credited to the various Principal and Interest Subaccounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of respective Parity Bonds as and when the same become due at Maturity and on each Interest Payment Date.

Any amounts deposited in the Principal and Interest Account in accordance with **Section 502(a)** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b) of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time Outstanding which are payable from the moneys in said Principal and Interest Subaccounts.

(c) **Bond Reserve Account.** There shall next set aside and credited monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective Principal and Interest Subaccounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of the any such subaccount is below the Bond Reserve Requirement, the Issuer shall make monthly payments into such subaccount so that such subaccount shall again aggregate the Bond Reserve Requirement within twelve (12) months of such deficiency.

(d) **Debt Service Accounts-Subordinate Lien Indebtedness.** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Indebtedness, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Indebtedness. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Indebtedness.

(e) **Depreciation and Replacement Account.** There shall next be paid and credited monthly to the Depreciation and Replacement Account minimum monthly amounts to the end that the Depreciation and Replacement Account will reach the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer for the purpose of: (1) making extraordinary maintenance and repairs to the Utility, (2) making capital improvements in and

to the Utility, and (3) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the Depreciation and Replacement Account aggregates the Depreciation and Replacement Account Requirement, no further payments into the Depreciation and Replacement Account shall be required, but if the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall resume and continue minimum monthly payments into the Depreciation and Replacement Account aggregates the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency.

(f) **General Obligation Indebtedness.** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months.

(g) **Payment to the City.** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the next required Payment to the City.

(h) **Improvement Account.** All moneys in the Revenue Fund on each January 1 not required for payment of the Current Expenses and all transfers required by subsections (a) to (f) hereof for the next ninety (90) days shall be credited to the Improvement Account. When the Pre-2014 Bonds are no longer Outstanding, transfers from the Revenue Fund to the Improvement Fund may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

- (1) Paying the Current Expenses.
- (2) Paying the cost of extending, enlarging or improving the Utility.
- (3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by subsections (a) to (g) hereof
- (4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.
- (5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.
- (6) To make transfers to the Revenue Fund.

(i) **Deficiency of Payments into Funds and Accounts.** If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer shall withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the

payment of either principal of or interest on the Utility Indebtedness, from the Bond Reserve Account, and the Improvement Account, sums sufficient to pay the principal of and interest on the Utility Indebtedness as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited and shall be adequately secured as provided by the laws of the State.

(b) Moneys held in any Fund or Account may be invested in accordance with the Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such Fund or Account was established; and provided, further, that Authorized Investments in the Bond Reserve Account shall have an average aggregate weighted term to maturity not greater than five years. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account, other than earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate. All earnings on investments held in the Bond Reserve Account shall accrue to and become a part of the Bond Reserve Account until the amount on deposit in the Bond Reserve Account shall aggregate the Bond Reserve Requirement; thereafter, all such earnings shall be credited to the Principal and Interest Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

(c) The Value of any Fund or Account shall be determined at the end of each calendar month. Such valuation shall also be made in conjunction with redemption of any Utility Indebtedness.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Utility Indebtedness that so long as any of the Utility Indebtedness remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the Utility as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (a) pay the Current Expenses; (b) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolution; and (d) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.20 on all Parity Indebtedness at the time Outstanding; 1.00 on all Subordinate Lien Indebtedness at the time Outstanding; 1.00 on all General Obligation Indebtedness at the time Outstanding; and 1.00 with respect to the Payment to the City; provided however, in determining the Net Revenues Available for Debt Service, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under the provisions of the Bond Resolution. If in any Fiscal Year, Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the Issuer will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Issuer that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues Available for Debt Service with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

Section 803. Restrictions on Mortgage or Sale of Utility. The Issuer will not mortgage, pledge or otherwise encumber the Utility or any part thereof, nor will it sell, lease or otherwise dispose of the Utility or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Utility which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Utility, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Utility Indebtedness in accordance with the provisions governing repayment of Utility Indebtedness in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Utility as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof; or

(d) sell, lease or convey all or substantially all of the Utility to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Utility Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any Utility Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Utility Indebtedness, would not cause the interest payable on such Utility Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the Utility as may be required if it is to operate the Utility; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

Section 804. Insurance. The Issuer will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Utility as would be carried by a privately owned utility with similar property and performing similar functions, insofar as the properties are of an insurable nature; and in the event of loss or damage, the Issuer will use the Net Proceeds of such insurance to reconstruct or replace the damaged or destroyed property, or if such reconstruction or replacement be unnecessary, then such Net Proceeds shall be used in redeeming or paying off Outstanding Utility Indebtedness, in accordance with their call provisions. The Issuer also will carry general liability insurance in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000.00 per occurrence). In lieu of the foregoing, the Issuer may establish a self-insurance program which will provide substantially the same protection for the Owners.

Section 805. Books, Records and Accounts. As long as any Utility Indebtedness are Outstanding, the Issuer shall keep proper and separate books of records and accounts in which complete and correct entries shall be made showing the Gross Revenues collected for services by the Utility and all sums expended in the operation thereof and all sums deposited in the Funds and Accounts above mentioned and all disbursements, transfers and transactions relating to the Utility as a whole, and to the several components of the Utility separately. The books and accounts shall be kept in accordance with generally accepted accounting principles.

The Utility shall make comparative quarterly reports to the Office of the City Manager relative to Utility incomes, Utility expenses and net income from operations. If any such quarterly report shall disclose that the Issuer will not have available the necessary funds for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use and services of the Utility which will provide adequate funds to meet such requirements.

Section 806. Annual Budget. The Issuer shall prepare an Annual Budget in its customary form estimating anticipated expenditures and income and containing a statement relative to the amounts of insurance being carried and to be carried. As long as the Pre-2009 Bonds are Outstanding, the Annual Budget shall contain normal budgetary items, including:

- (a) An estimate of the receipts from the Utility during the next ensuing Fiscal Year.
- (b) A statement of the estimated cost of operating the Utility during the next ensuing Fiscal Year.
- (c) A statement of any anticipated unusual expenses for the Utility during the next Fiscal Year.
- (d) A statement of any necessary replacements to the Utility which may be anticipated during the next Fiscal Year.
- (e) A statement of the amount of principal and interest to be paid on Outstanding Utility Indebtedness and any General Obligation Indebtedness to be paid from Gross Revenues of the Utility during the next Fiscal Year.
- (f) A statement of the total estimated expenditures to be made from the Gross Revenues of the Utility during the next Fiscal Year.
- (g) A statement of the estimated Net Revenues Available for Debt Service during the next Fiscal Year.

As long as the Pre-2009 Bonds are Outstanding, copies of the Annual Budget shall be mailed to the Underwriter and to the Bond Insurer, if any, within thirty (30) days after the same are received by the Issuer.

Section 807. Annual Audit. The Issuer shall annually cause an audit to be made by an Independent Accountant of the operation of the Utility, which audit shall be open to public inspection and shall be completed within six (6) months after the completion of the Fiscal Year. If the audit shall disclose that proper provision has not been made for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use of services of the Utility which will provide adequate funds to meet all such requirements.

As long as the Pre-2009 Bonds are Outstanding, the audit shall include the following information:

- (a) A classified statement of the Gross Revenues received, the expenditures for operation and maintenance, the expenditures for all other purposes, the net Operating Revenues and the amount of any capital expenditures made from such Operating Revenues during the year.

(b) A complete balance sheet of the Fiscal Year's operations, particularly indicating the amount of moneys set aside for the various Funds and Accounts as herein provided for.

(c) A statement showing all Outstanding Utility Indebtedness which have been called, purchased, matured or paid during the year and a statement of all interest thereon paid during the year.

(d) A statement of the number of customers served by the Utility at the end of the year.

(e) A statement of the gross amount of insurance carried on the Utility's properties, showing the names of the insurers, the expiration dates of the policies and the premiums thereon.

(f) A statement by the auditor of any recommendations suggested as to financial procedures and accounting practices employed by the Issuer.

(g) A statement of the Net Revenues Available for Debt Service of the Utility.

(h) A statement of any amounts to be deposited in the Rebate Account.

As long as the Pre-2009 Bonds are Outstanding, copies of such audit shall be mailed to the Underwriter, to the Bond Insurer, if any, and to the Kansas Bank Commissioner within thirty (30) days after the same are received by the Issuer.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the Utility or take such other action as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Owner of any Bond or such Owner's duly authorized attorney, accountant or investment counselor and, the Bond Insurer, if any, shall have the right at all reasonable times during normal business hours to inspect the any records, accounts or data relating thereto in accordance with State law.

Section 809. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Utility now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

Section 810. Report on Utility Condition. The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the Utility. Not less than every three (3) years, the Issuer will cause the Consulting Engineers to make an examination and written report on the condition and operation of the Utility, such report to include recommendations as to any changes in such operation deemed desirable. Such report shall also make references to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next consultant's report required by this Section. A copy of such report will be filed with the Clerk.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Prior Lien Bonds. So long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Utility Indebtedness payable out of the Gross Revenues which are superior to the Parity Indebtedness with respect to the lien on the Net Revenues.

Section 902. Parity Indebtedness. The Issuer will not issue any Utility Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Indebtedness unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in the Bond Resolution (unless such Utility Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) *Long-Term Indebtedness.* A certificate signed by the Issuer evidencing that the Debt Service Coverage Ratio for the two (2) Fiscal Years immediately preceding the issuance of such Utility Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including the Utility Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Fiscal Years immediately preceding the issuance of such proposed Utility Indebtedness, the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Utility during said two (2) preceding Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(2) *Short-Term Indebtedness.* A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over

a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) *Interim Indebtedness.* A certificate signed by the Issuer evidencing any *either* of the following:

(i) The Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Utility Indebtedness of equal stature and priority is permitted by the laws of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement.

(e) The ordinance and/or resolution authorizing such Utility Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolution.

Additional Utility Indebtedness issued under the conditions hereinbefore set forth shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Utility Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Utility Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Subordinate Lien Indebtedness. Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Indebtedness for any lawful purpose in connection with the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Lien Indebtedness shall be payable out of the Net Revenues Available for Debt Service, provided at the time of the issuance of such Subordinate Lien Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such Utility Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Indebtedness, or of the Issuer is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolution prior to the payment of Debt Service Requirements on Subordinate Lien Indebtedness, the Issuer shall make no payments of Debt Service Requirements on said Subordinate Lien Indebtedness until said default or defaults be cured.

Section 904. Refunding Indebtedness. The Issuer shall have the right, without complying with the provisions of *Section 902* hereof, to issue Refunding Indebtedness for the purpose of refunding any of the Utility Indebtedness under the provisions of any law then available, and the Refunding Indebtedness so issued shall enjoy complete equality of pledge as did the Utility Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The Bond Resolution and all of the provisions thereof shall constitute a contract between the Issuer, the Bond Insurer and each of the Owners of Utility Indebtedness, and any such Owner may by suit, action, mandamus, injunction or other proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the Bond Resolution, subject to the limitations of hereinafter set forth; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default, then and in every such case any Owner may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

Anything in the Bond Resolution to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(a) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of

such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolution.

(b) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

second: to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(c) If the principal of all the Subordinate Lien Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Lien Indebtedness which shall have become due and payable (other than Subordinate Lien Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Lien Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Lien Indebtedness` became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Lien Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Subordinate Lien Indebtedness, to the purchase and retirement of the Subordinate Lien Indebtedness and to

the redemption of the Subordinate Lien Indebtedness, all in accordance with the provisions of the Bond Resolution.

(d) If the principal of all of the Subordinate Lien Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Lien Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness; and

second: to the payment of the principal of the Subordinate Lien Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Lien Indebtedness over any other Subordinate Lien Indebtedness.

Whenever moneys are to be applied by the Issuer pursuant to the foregoing provisions, such moneys shall be applied at such times, and from time to time, as the Director of Finance, in his or her sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agent in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Director of Finance. Whenever the Director of Finance shall exercise such discretion in applying such moneys, she shall fix the date (which shall be an Interest Payment Date unless she shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Director of Finance shall give such notice as she may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Utility Indebtedness until the same shall be surrendered to the Paying Agent for appropriate endorsement, or for cancellation if fully paid.

In case any proceeding taken by any Owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceedings had been taken. No Owner of any of any Utility Indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of the Bond Resolution or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the same class of Utility Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 1002. Limitation on Rights of Owners. No Owner of any Utility Indebtedness shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Bond Resolution or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Owners of twenty-five percent (25%) in aggregate principal amount of same class of the Utility Indebtedness then Outstanding shall have made written request to the Issuer, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) the Issuer shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Utility Indebtedness shall have any right in any manner whatsoever to affect, disturb or prejudice the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of the Utility Indebtedness then Outstanding. Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Owner to payment of Debt Service Requirements on any Utility Indebtedness at and after the maturity thereof or the obligation of the Issuer to pay the Debt Service Requirements on each of the Utility Indebtedness issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Utility Indebtedness expressed.

Section 1003. Remedies Cumulative. No remedy conferred 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. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. 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 shall be restored to their former positions and rights, 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.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Utility Indebtedness.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Utility Indebtedness 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 or Redemption Price of said Utility Indebtedness and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Utility Indebtedness, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with the Bond 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 Utility Indebtedness, 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 Utility Indebtedness, 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 the Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE XII

TAX COVENANTS

Section 1201. 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 Series 2015C Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk 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 Series 2015C Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. 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 Series 2015C Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. 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, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. 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. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Utility Indebtedness or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Utility Indebtedness 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 Utility Indebtedness;

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

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

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

(e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Indebtedness.

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Series 2015C Bonds among Projects, to provide for a Substitute Project, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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

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

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

Section 1402. 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 Utility Indebtedness, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Utility Indebtedness Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Utility Indebtedness owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Utility Indebtedness which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Utility Indebtedness 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 Utility Indebtedness and that the pledgee is not the Issuer.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer 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 1404. Inconsistent Provisions. In case any one or more of the provisions of the Series 2015C Bond Resolution or of the Utility Indebtedness issued hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to the Series 2015C Bond Resolution shall prevail with respect to Parity Indebtedness issued prior in time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of the Series 2015C Bond Resolution shall prevail with respect to any Parity Bond Resolution adopted subsequent to the Series 2015C Bond Resolution, so long as any Parity Indebtedness issued under the Series 2015C Bond Resolution is Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2015C Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond

Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1407. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date.

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director
of Law and City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 15-341 (the "Bond Resolution") of the City of Wichita, Kansas, adopted by the Governing Body on October 20, 2015, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: October 20, 2015.

Karen Sublett, City Clerk

EXHIBIT A
(FORM OF SERIES 2015C BONDS)

**REGISTERED
NUMBER** ____

**REGISTERED
\$**_____

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
WATER AND SEWER UTILITY REVENUE BOND
SERIES 2015C**

Interest Rate:	Maturity Date:	Dated Date: November 1, 2015	CUSIP:
---------------------------	---------------------------	---	---------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2016 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2015C Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2015C Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2015C Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Series 2015C Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2015C Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest

Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2015C Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2015C Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS SERIES 2015C BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2015C Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2015C Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Water and Sewer Utility (the "Utility") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2015C Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

(facsimile)
Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2015C Bond is one of a series of Water and Sewer Utility Revenue Bonds, Series 2015C, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

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

By _____

Registration Number: 0709-087-110115-[____]

(FORM OF REVERSESIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2015C Bonds. This Series 2015C Bond is one of an authorized series of bonds of the Issuer designated “Water and Sewer Utility Revenue Bonds, Series 2015C,” aggregating the principal amount of \$25,150,000 (the “Series 2015C Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015C Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015C Bonds (collectively the “Bond Resolution”). The Series 2015C Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2015C Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2015C Bonds either as to principal or interest. The Series 2015C Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015C Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Outstanding Parity Bonds of the Issuer and any Parity Indebtedness to be issued. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional Utility Indebtedness payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such additional Utility Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015C Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the

Utility, pay the principal of and interest on the Series 2015C Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2015C Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2015C Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Series 2015C Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2015C Bonds are stated to mature or with respect to each form of Series 2015C Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2015C Bonds by the Securities Depository's participants, beneficial ownership of the Series 2015C Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2015C Bond, as the owner of this Series 2015C Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2015C Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2015C Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2015C Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2015C Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Series 2015C Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2015C Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2015C Bond or Series 2015C Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2015C Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2015C Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2015C Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2015C Bonds:

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Series 2015C Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Series 2015C Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)

COUNTY OF SEDGWICK) SS.
)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Series 2015C Bond has been duly registered in my office according to law as of November 1, 2015.

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 Series 2015C Bond has been filed in the office of the State Treasurer, and that this Series 2015C Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

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

REQUEST FOR DECLARATION OF EMERGENCY

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

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, October 20, 2015, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2015D Bonds occur on the same date bids are received and to enable the City to deliver the Series 2015D Bonds authorized by said Ordinance on November 12, 2015.

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

EXECUTED at Wichita, Kansas on October 20, 2015.

Jeff Longwell, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON OCTOBER 20, 2015**

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

Absent:

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

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015 (the "Series 2015D Bonds"), of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of Hutchinson, Shockey, Erley & Co., Chicago, Illinois, was the best bid for the Series 2015D Bonds, a copy of which is attached hereto as **EXHIBIT B**.

MAYOR, JEFF LONGWELL moved that said bid be accepted, that the City Manager's execution of the bid form selling the 2015D Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale be ratified, to pass an ordinance hereinafter captioned on an emergency basis pursuant to a Declaration of Emergency and to adopt a resolution hereinafter captioned:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-097 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by VICE-MAYOR JAMES CLENDENIN. Said motion was carried by a vote of the governing body with the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 50-097; (b) said Resolution duly adopted and numbered Resolution No. 15-342; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Karen Sublett, City Clerk

**EXHIBIT A
BID TABULATION**

**CITY OF WICHITA, KANSAS
WATER AND SEWER UTILITY REFUNDING REVENUE BONDS**

Dated: November 1, 2015
Series 2015D
Good Faith Deposit: \$502,700

Sale Date: October 14, 2015
10:00 a.m., C.D.T.
Max Interest Rate: 8.31%

BIDDERS

AWARD: HUTCHINSON, SHOCKEY, ERLEY & CO.

SALE: October 14, 2015 Standard & Poor's Rating: AA-

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
HUTCHINSON, SHOCKEY, ERLEY & CO.	5.00% 2016	\$27,086,766.64 ^(b)	\$6,460,922.42 ^(b)	2.6099% ^(b)
	4.00% 2017			
	5.00% 2018			
	3.00% 2019			
	4.00% 2020			
	5.00% 2021-2022			
	2.50% 2023			
	5.00% 2024-2025			
	3.00% 2026-2028			
	4.00% 2029			
	3.00% 2030-2031			
	3.125% 2032			
MESIROW FINANCIAL INC.	4.00% 2016	\$27,748,166.05	\$6,681,995.93	2.6650%
	2.00% 2017			
	5.00% 2018-2026			
	4.00% 2027-2028			
	3.00% 2029-2031			
BANK OF AMERICA MERRILL LYNCH	4.00% 2016	\$27,496,746.50	\$6,653,013.40	2.6722%
	5.00% 2017			
	5.00% 2018-2026			
	3.00% 2027-2030			
	3.125% 2031			
RAYMOND JAMES & ASSOCIATES, INC. JEFFERIES & COMPANY, INC. FTN FINANCIAL CAPITAL MARKETS MORGAN STANLEY & CO. INC.	5.00% 2016-2025	\$28,262,296.60	\$6,849,655.48	2.6813%
	3.00% 2026			
	3.50% 2027			
	4.00% 2028-2032			

^(a) Subsequent to bid opening, the issue size decreased from \$25,135,000 to \$23,395,000.

^(b) Subsequent to bid opening, the price, net interest cost, and true interest rate have changed to \$25,174,708.60, \$6,298,892.96, and 2.6388%, respectively.

Public Sector Advisors

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
ROBERT W. BAIRD & COMPANY, INCORPORATED	4.00% 2016-2018 2.00% 2019	\$26,115,737.36	\$6,665,952.22	2.7370%
C.L. KING & ASSOCIATES	4.00% 2020			
EDWARD D. JONES & COMPANY	2.00% 2021-2022			
CRONIN & COMPANY, INC	3.00% 2023-2025			
ROSS, SINCLAIRE & ASSOCIATES, LLC	4.00% 2026-2028			
WNJ CAPITAL	3.00% 2029-2030			
COASTAL SECURITIES L.P.	3.125% 2031-2032			
SAMCO CAPITAL MARKETS, INC.				
LOOP CAPITAL MARKETS, LLC				
CREWS & ASSOCIATES				
DAVENPORT & COMPANY LLC				
NORTHLAND SECURITIES, INC.				
SUMRIDGE PARTNERS				
OPPENHEIMER & CO. INC.				
SIERRA PACIFIC SECURITIES				
GEORGE K. BAUM & COMPANY				
ISAAK BOND INVESTMENTS, INC.				
COMMERCE BANK, N.A.				
BERNARDI SECURITIES, INCORPORATED				
ALAMO CAPITAL				
COUNTRY CLUB BANK				
WAYNE HUMMER INVESTMENTS LLC				
WEDBUSH SECURITIES INC.				
VALDES AND MORENO				
CENTRAL STATES CAPITAL MARKETS				
UMB BANK, N.A.				
VINING-SPARKS IBG, LIMITED PARTNERSHIP				
DUNCAN-WILLIAMS, INC.				
R. SEELAUS & COMPANY, INC.				
FIRST EMPIRE SECURITIES				
IFS SECURITIES				
J.J.B. HILLIARD, W.L. LYONS LLC				
J.P. MORGAN SECURITIES LLC	2.00% 2016	\$27,730,322.00	\$6,925,187.90	2.7531%
CITIGROUP GLOBAL MARKETS, INC.	4.00% 2017			
DREXEL HAMILTON, LLC	5.00% 2018-2025			
ACADEMY SECURITIES	3.00% 2026			
PROTECTIVE	3.50% 2027			
INTERCOASTAL CAPITAL	4.00% 2028-2030			
SIEBERT BRANDFORD	3.25% 2031			
WILEY BROTHERS, INC.	3.375% 2032			
WELLS FARGO BANK, NATIONAL ASSOCIATION	5.00% 2016-2027 3.00% 2028-2029 3.125% 2030 3.25% 2031 3.375% 2032	\$27,594,496.07	\$7,075,717.47	2.8349%
UBS FINANCIAL SERVICES INC.	5.00% 2016-2024 4.00% 2025-2027 3.00% 2028-2030 3.125% 2031-2032	\$27,043,257.75	\$6,988,765.17	2.8418%

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
5.00%	2016	0.30%
4.00%	2017	0.70%
5.00%	2018	0.90%
3.00%	2019	1.08%
4.00%	2020	1.38%
5.00%	2021	1.65%
5.00%	2022	1.88%
2.50%	2023	2.05%
5.00%	2024	2.18%
5.00%	2025	2.28%
3.00%	2026	2.40%
3.00%	2027	2.52%
3.00%	2028	2.68%
4.00%	2029	2.85%
3.00%	2030	3.10%
3.00%	2031	3.15%
3.125%	2032	3.20%

BBI: 3.68%
Average Maturity: 9.426 Years

EXHIBIT B
(BID OF PURCHASER)

Hutchinson, Shockey, Erley & Co. - Chicago , IL's Bid



City of Wichita, Kansas
~~\$25,435,000~~ \$23,395,000
Water and Sewer Utility Refunding Revenue Bonds, Series 2015D

For the aggregate principal amount of ~~\$25,435,000.00~~ \$23,395,000.00, we will pay you ~~\$27,086,766.64~~ \$25,174,708.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
10/01/2016	1,316M	1,035M	5.0000	0.3000	104.155	
10/01/2017	1,275M	1,015M	4.0000	0.7000	106.171	
10/01/2018	1,295M	1,060M	5.0000	0.9000	111.653	
10/01/2019	1,316M	1,120M	3.0000	1.0800	107.286	
10/01/2020	1,335M	1,155M	4.0000	1.3800	112.337	
10/01/2021	1,360M	1,205M	5.0000	1.6500	118.715	
10/01/2022	1,390M	1,270M	5.0000	1.8800	120.061	
10/01/2023	1,426M	1,340M	2.5000	2.0500	103.260	
10/01/2024	1,450M	1,365M	5.0000	2.1800	122.666	
10/01/2025	1,485M	1,435M	5.0000	2.2800	123.951	
10/01/2026	1,515M	1,495M	3.0000	2.4000	105.251	
10/01/2027	1,545M	1,535M	3.0000	2.5200	104.175	
10/01/2028	1,590M	1,575M	3.0000	2.6800	102.761	
10/01/2029	1,635M	1,620M	4.0000	2.8500	109.844	
10/01/2030	1,685M	1,680M	3.0000	3.1000	98.812	
10/01/2031	1,735M	1,725M	3.0000	3.1500	98.134	
10/01/2032	1,785M	1,765M	3.1250	3.2000	99.025	

Total Interest Cost:	\$8,412,689.06	\$8,078,601.56
Premium:	\$1,951,766.64	\$1,779,708.60
Net Interest Cost:	\$6,460,922.42	\$6,298,892.96
TIC:	2.600025	2.6388091

Total Insurance Premium:
Time Last Bid Received On: 10/14/2015 9:57:50 CDST

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

Bidder: Hutchinson, Shockey, Erley & Co., Chicago , IL
Contact: Jim VanMetre
Title:
Telephone: 312-443-1555
Fax: 312-443-7225

Issuer Name: City of Wichita

Company Name: Hutchinson, Shockey, Erley & Co.

Accepted By: _____

Accepted By: 

Date: October 14, 2015

Date: October 14, 2015

ORDINANCE NO. 50-097

OF

THE CITY OF WICHITA, KANSAS

PASSED

OCTOBER 20, 2015

**WATER AND SEWER UTILITY REFUNDING REVENUE BONDS
SERIES 2015D**

ORDINANCE NO. 50-097

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore by Ordinance No. 39-888, adopted May 26, 1987, and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the “City of Wichita, Kansas Water and Sewer Utility” (the “Utility”); and

WHEREAS, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the Utility; and

WHEREAS, the City heretofore issued and has Outstanding several series of revenue bonds payable from the net revenues of the Utility and is authorized by K.S.A. 10-116a to issue refunding revenue bonds of the City for the purpose of refunding a portion of said revenue bonds hereinafter described (collectively, the “Refunding Bonds”); and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, to reduce debt service requirements of the City for certain years and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and the Utility to refund the Refunded Bonds; and

WHEREAS, other than the Outstanding Parity Bonds, the City does not have outstanding any bonds payable from the Net Revenues of the Utility; and

WHEREAS, the Governing Body hereby finds and determines that each and all of the conditions precedent to the issuance of additional Revenue bonds on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have, or can and will be satisfied prior to or upon the issuance of such additional revenue bonds; and

WHEREAS, the Governing Body hereby finds it necessary and desirable to provide for the issuance and delivery of the Series 2015D Bonds payable from Net Revenues of the Utility and to authorize and provide for the execution and delivery of certain agreements and supporting documents.

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

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-116a, K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

“Additional Indebtedness” means, collectively, Additional Bonds and Additional Obligations.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

“Bond Reserve Account” means the Water and Sewer Utility Bond Service Reserve Account.

“Bond Resolution” means collectively the Outstanding Parity Bond Resolutions, the Series 2015D Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

“Bonds” means, collectively, Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds.

“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.

“Current Expenses” means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. “Current Expenses” shall *not* include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

“Depreciation and Replacement Account” means the Water and Sewer Utility Depreciation and Replacement Account.

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

“Governing Body” means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

“Gross Revenues” means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Improvement Account” means the Water and Sewer Utility Improvement Account.

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

“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 City.

“Net Revenues” means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

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

“Outstanding Parity Bonds” means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds and Series 2015B Bonds.

“Outstanding Parity Bond Resolution” means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

“Parity Bonds” means the Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015D Bonds with respect to the Net Revenues.

“Parity Indebtedness” means, collectively, the Parity Bonds and Parity Obligations.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Payment to the City” shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of

such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

“Project” shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Preamble hereto and any Substitute Project.

“Refunded Bonds” means the Series 2008A Bonds maturing in the years 2016 to 2032, inclusive, in the aggregate principal amount of \$23,255,000.

“Series 2005B Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

“Series 2008A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

“Series 2009 Bonds” means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

“Series 2009A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

“Series 2009B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

“Series 2010 Bonds” means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

“Series 2010A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

“Series 2010B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

“Series 2011A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

“Series 2012A Bonds” mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

“Series 2014A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

“Series 2014B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

“Series 2015B Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

“Series 2015C Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015.

“Series 2015D Bond Reserve Subaccount” shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, Bond Reserve Subaccount created within the Bond Reserve Account.

“**Series 2015D Bonds**” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015, authorized by this Ordinance.

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

“**Substitute Project**” means a substitute or additional project of the Utility authorized in the manner set forth in the Bond Resolution.

“**Utility**” shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

“**Utility Indebtedness**” means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

Section 2. Authorization of the Series 2015D Bonds. There shall be issued and hereby are authorized and directed to be issued the Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, of the City in the principal amount of \$23,395,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) make a deposit to the Series 2015D Bond Reserve Subaccount; and (c) pay costs of issuance of the Series 2015D Bonds.

Section 3. Security for the Series 2015D Bonds. The Series 2015D Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015D Bonds. The Series 2015D Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015D Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015D Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015D Bonds, all of which Series 2015D Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015D Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2015D Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015D Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015D Bonds.

Section 4. Terms, Details and Conditions of the Series 2015D Bonds. The Series 2015D Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses; (b) pay the principal of and

interest on the Utility Indebtedness as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

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

Section 7. Governing Law. This Ordinance and the Series 2015D Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

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

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PASSED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on October 20, 2015; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on October 23, 2015.

DATED: October 23, 2015.

Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON OCTOBER 23, 2015)

SUMMARY OF ORDINANCE NO. 50-097

On October 20, 2015, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Series 2015D Bonds approved by the Ordinance are being issued in the principal amount of \$23,395,000, to refund previously issued revenue bonds issued to finance improvements to the Water and Sewer Utility of the City (the "Utility"), and constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues derived by the City from the operation of the Utility. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

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

DATED: October 20, 2015.

/s/ Jennifer Magaña

Jennifer Magaña, Director of Law
and City Attorney

RESOLUTION NO. 15-342

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

OCTOBER 20, 2015

\$23,395,000

**WATER AND SEWER UTILITY REFUNDING REVENUE BONDS
SERIES 2015D**

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RESOLUTION NO. 15-342

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS, SERIES 2015D, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-097 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2015D Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2015D Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into an Escrow Trust Agreement, by and between the Issuer and the Escrow Agent.

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 and in the Outstanding Parity Bond Resolutions, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-116a, K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution; provided that any General Obligation Indebtedness shall not constitute Additional Bonds.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

“Annual Budget” means with respect to the Utility, the City’s budget of estimated receipts and expenditures on account of all Funds and Accounts created under the provisions of the Bond Resolution,

including a budget of Current Expenses, for any Fiscal Year and adopted pursuant to the provisions of **Section 806** of the Bond Resolution.

“Assured Guaranty” means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

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

“Authorized Investments” shall mean, as long as the Pre-2008 Bonds are Outstanding, any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Issuer pursuant to the Bond Resolution:

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

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

(b) bonds, notes or other evidences of indebtedness rated "AA " by Standard & Poor's, and "Aa2" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

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

(d) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(e) investment agreements with 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

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

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

and thereafter 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 or the federal home loan mortgage corporation;

(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;

(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); or

(m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

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

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

“Bond Insurance Policy” means the municipal bond insurance policy or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of any Utility Indebtedness guaranteeing the scheduled payment when due of the principal of and interest on such Utility Indebtedness.

“Bond Insurer” means: (a) FGIC with respect to the Series 2005B Bonds; (b) Assured Guaranty with respect to the Series 2008A Bonds; and (d) with respect to Additional Indebtedness, the entity set forth in the supplemental resolution authorizing the Additional Indebtedness.

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

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

“Bond Registrar” means: (a) with respect to the Series 2015D Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Reserve Account” means the Water and Sewer Utility Bond Service Reserve Account.

“Bond Reserve Requirement” means, collectively, the bond reserve requirement for each series of Outstanding Parity Bonds, the Series 2015D Bond Reserve Requirement and any bond reserve requirement for any subsequent series of Parity Bonds.

“Bond Resolution” means collectively the Outstanding Parity Bond Resolutions, the Series 2015C Bond Resolution, the Series 2015D Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

“Bonds” means, collectively, Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds.

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

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

“City” means the City of Wichita, Kansas.

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

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

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

“Consultant” means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

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

“Costs of Issuance” means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“Costs of Issuance Account” means Costs of Issuance Account for Water and Sewer Utility Refunding Revenue Bonds, Series 2015D.

“Current Expenses” means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law.

“Current Expenses” shall *not* include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

“**Dated Date**” means, with respect to the Series 2015D Bonds, November 1, 2015.

“**Debt Service Coverage Ratio**” means, for any Fiscal Year: (a) with respect to the rate covenants, the ratio determined by dividing (i) a numerator equal to the Net Revenues Available for Debt Service for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by dividing (i) a numerator equal to the average Net Revenues Available for Debt Service for the two (2) prior Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that are proposed to be Parity Indebtedness, Debt Service Requirements on Subordinate Lien Obligations and General Obligation Indebtedness shall be disregarded.

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

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

“**Defeasance Obligations**” means, so long as the Pre-2008 Bonds are Outstanding, any of the following obligations:

- (a) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized by with obligations described in the following (b); or
- (b) Direct obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America;

and thereafter shall mean:

- (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.

“Depreciation and Replacement Account” means the Water and Sewer Utility Depreciation and Replacement Account.

“Depreciation and Replacement Account Requirement” means an amount equal fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Fiscal Year

“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's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Issuer's Omnibus Continuing Disclosure Undertaking for Utility Indebtedness relating to certain obligations contained in the SEC Rule.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

“Escrow Agent” means Security Bank of Kansas City, Wichita, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of November 1, 2015, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds.

“Escrowed Securities” means the securities that satisfy the requirement of Defeasance Obligations as set forth in the Refunded Bonds Resolution, as described in the Escrow Agreement.

“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 Utility Indebtedness shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

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

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the Utility shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the Utility and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Utility or any part thereof or of the Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues Available for Debt Service; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in Utility Indebtedness or in the Bond Resolution (other than the covenants relating to continuing disclosure) 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 Utility Indebtedness then Outstanding; or

In determining whether an Event of Default shall have occurred with respect to the due and prompt payment of the Debt Service Requirements on any Insured Bonds no effect shall be given to payments made under any Bond Insurance Policy.

“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.

“FGIC” means Financial Guaranty Insurance Company, or any successor thereto.

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

“FSA” means Financial Security Assurance Inc., a New York stock insurance company, or any successor thereto.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in the Bond Resolution.

“General Obligation Indebtedness” means any of the Issuer’s general obligation bonds issued for improvements to the Utility.

“Governing Body” means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

“Gross Revenues” means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Improvement Account” means the Water and Sewer Utility Improvement Account.

“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 the Bond Resolution.

“Index Rate” means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insured Bonds” means any Utility Indebtedness of which the scheduled payment of principal and interest is guaranteed by a Bond Insurance Policy.

“Interest Payment Date(s)” means: (a) with respect to the Series 2015D Bonds, the Stated Maturity of an installment of interest on the Series 2015D Bonds which shall be April 1 and October 1 of each year, commencing April 1, 2016; (b) with respect to the Outstanding Parity Bonds, the Stated Maturity of an installment of interest on such Outstanding Parity Bond Resolutions, and (c) with respect to Additional Indebtedness, the Stated Maturity of an installment of interest on such Additional Indebtedness, as set forth in the supplemental resolution authorizing such Additional Indebtedness.

“Interim Indebtedness” means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

“Issue Date” means the date when the Issuer delivers any series of Utility Indebtedness to the Purchaser in exchange for the Purchase Price.

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

“Long-Term Indebtedness” means Utility Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

“Maturity” when used with respect to any Utility Indebtedness means the date on which the principal of such Utility Indebtedness 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.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Permitted Investments on deposit in the Bond Reserve Subaccount for such series, so long as the Bond Reserve Subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

“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.

“Net Proceeds” shall mean any insurance proceeds or condemnation awards, paid with respect to the Utility, remaining after the payment therefrom of all expenses incurred in the collection thereof.

“Net Revenues” means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

“Net Revenues Available for Debt Service” means the Net Revenues.

“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:

Series 2015D Bonds:

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

(c) To the Purchaser:

Series 2015D Bonds:

Hutchinson, Shockey, Erley & Co.
222 W. Adams, Suite 1700
Chicago, Illinois 60606
Fax: (312) 443-7225

(d) To the Rating Agency(ies):

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

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

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
200 W. Douglas, Suite 612
Wichita, Kansas 67202

with a copy to:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

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

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

“Official Statement” means Issuer’s Official Statement relating to the Series 2015D Bonds.

“Operating Revenues” shall mean the Gross Revenues, less investment income and less Current Expenses.

“Ordinance” means Ordinance No. 50-097 of the Issuer authorizing the issuance of the Series 2015D Bonds, as amended from time to time.

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

- (a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;
- (b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolution;
- (c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolution; and
- (d) Utility Indebtedness, the principal or interest of which has been paid by the Bond Insurer.

“Outstanding Parity Bond Resolution” means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

“Outstanding Parity Bonds” means the Outstanding Series 2005B Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014A Bonds, Series 2014B Bonds and Series 2015B Bonds.

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

“Parity Bonds” means the Outstanding Parity Bonds, the Series 2015C Bonds, the Series 2015D Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2015D Bonds with respect to the Net Revenues.

“Parity Indebtedness” means, collectively, the Parity Bonds and Parity Obligations.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means, collectively, the Outstanding Parity Bond Resolution, the Series 2015C Bond Resolution, the Series 2015D Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Outstanding Parity Bonds, the Series 2015D Bonds and the Series 2015D Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Indebtedness, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Indebtedness.

“Payment to the City” shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

“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.

“Pre-2008 Bonds” means the Series 2005B Bonds.

“Pre-2009 Bonds” means, collectively, the Pre-2008 Bonds and the Series 2008A Bonds.

“Pre-2010 Bonds” means, collectively, the Pre-2009 Bonds and the Series 2009 Bonds.

“Pre-2014 Bonds” means, collectively, the Pre-2010 Bonds, the Series 2010 Bonds, the Series 2011A Bonds and the Series 2012A Bonds.

“Principal and Interest Account” shall mean the Water and Sewer Utility Principal and Interest Account.

“Purchase Price” means, with respect to the Series 2015D Bonds, 100% of the principal amount of the Series 2015D Bonds plus accrued interest to the date of delivery, plus a premium of \$1,779,708.60.

“Purchaser” means, with respect to the Series 2015D Bonds, Hutchinson, Shockey, Erley & Co., Chicago, Illinois, the original purchaser of the Series 2015D Bonds, and any successor and assigns.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

“Rebate Fund” means the Rebate Fund for Water and Sewer Revenue Bonds, Series 2015D.

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

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

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

“Refunded Bonds” means the Series 2008A Bonds maturing in the years 2016 to 2032, inclusive, in the aggregate principal amount of \$23,255,000.

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

“Refunded Bonds Redemption Date” means October 1, 2017.

“Refunded Bonds Resolution” means the Series 2008A Bond Resolution.

“Refunding Indebtedness” means Utility Indebtedness issued for the purpose of refunding any Outstanding Utility Indebtedness.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Water and Sewer Utility Revenue Fund.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

“Series 2005B Bond Resolution” means collectively the Issuer's Ordinance No. 46-634 and Resolution No. 05-406, which authorized the Series 2005B Bonds.

“Series 2005B Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

“Series 2008A Bond Resolution” means collectively the Issuer's Ordinance No. 47-866 and Resolution No. 08-170, which authorized the Series 2008A Bonds.

“Series 2008A Bonds” means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

“Series 2009 Bond Resolution” means collectively the Issuer's Ordinance No. 48-351 and Resolution No. 09-174, which authorized the Series 2009 Bonds.

“Series 2009 Bonds” means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

“Series 2009A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

“Series 2009B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

“Series 2010 Bond Resolution” means collectively the Issuer's Ordinance No. 48-834 and Resolution No. 10-257, which authorized the Series 2010 Bonds.

“Series 2010 Bonds” means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

“Series 2010A Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

“Series 2010B Bonds” means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

“Series 2011A Bond Resolution” means collectively the Issuer's Ordinance No. 49-148 and Resolution No. 11-260, which authorized the Series 2011A Bonds.

“Series 2011A Bonds” means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

“Series 2012A Bond Resolution” means collectively the Issuer's Ordinance No. 49-266 and Resolution No. 12-090 which authorized the Series 2012A Bonds.

“Series 2012A Bonds” mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

“Series 2014A Bond Resolution” means collectively the Issuer's Ordinance No. 49-786 and Resolution No. 14-188 which authorized the Series 2014A Bonds.

“Series 2014A Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

“Series 2014B Bond Resolution” means collectively the Issuer's Ordinance No. 49-901 and Resolution No. 14-370, which authorized the Series 2014B Bonds.

“Series 2014B Bonds” means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

“Series 2015B Bond Resolution” means collectively the Issuer's Ordinance No. 49-975 and Resolution No. 15-086, which authorized the Series 2015B Bonds.

“Series 2015B Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

“Series 2015C Bond Resolution” means collectively the Issuer's Ordinance and Resolution, which authorized the Series 2015C Bonds.

“Series 2015C Bonds” means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015, authorized and issued by the Issuer pursuant to the Ordinance and the Bond Resolution.

“Series 2015D Bond Reserve Requirement” shall mean a sum equal to greater of the amount of interest which shall become due and payable on the Series 2015D Bonds during the next Fiscal Year (determined in each year) or the maximum amount of interest which shall become due and payable on the Series 2015D Bonds in any subsequent year, except that, in no event shall the amount of the 2015D Bond Reserve Requirement ever exceed the amount which is the lesser of ten percent (10%) of the original principal amount of the Series 2015D Bonds (determined as of the date of issuance of the Series 2015D Bonds), the maximum annual principal and interest requirements on the Series 2015D Bonds (determined as of the date of issuance of the Series 2015D Bonds), or one hundred twenty-five percent (125%) of the average annual debt service on the Series 2015D Bonds (determined as of the date of issuance of the Series 2015D Bonds).

“Series 2015D Bond Reserve Subaccount” shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, Bond Reserve Subaccount created within the Bond Reserve Account.

“Series 2015D Bond Resolution” means collectively the Issuer's Ordinance and this Resolution, which authorized the Series 2015D Bonds.

“Series 2015D Bonds” means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015.

“Series 2015D Costs of Issuance Account” shall mean the Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, Costs of Issuance Account created by this Resolution.

“Series 2015D Principal and Interest Subaccount” shall mean the Water and Sewer Utility Revenue Bonds, Series 2015D, Principal and Interest Subaccount created by this Resolution within the Principal and Interest Account.

“Sewer Utility” shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired.

“Short-Term Indebtedness” means Utility Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 204* 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 Utility Indebtedness or any installment of interest thereon means the date specified in such Utility Indebtedness and the Bond Resolution as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

"Subordinate Indebtedness" means, collectively the Subordinate Lien Bonds and Subordinate Lien Obligations

"Subordinate Lien Bonds" means any Additional Bonds payable from the Revenues, and issued on a subordinate lien basis to any Parity Bonds.

"Subordinate Lien Obligations" means any Additional Obligations payable from, and secured by a lien on, the Revenues, which lien is junior to that of any Parity Obligations.

"Substitute Project" means a substitute or additional project of the Utility authorized in the manner set forth in this Resolution.

"Term Bonds" means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

"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.

"Utility" shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

"Value" means, for purposes of the Bond Resolution, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(c) as to certificates of deposit and bankers acceptances -- the face amount thereof, plus accrued interest.

Provided, however, that when the Pre-2010 Bonds are no longer Outstanding, "Value" shall be the amortized cost of an obligation or the market cost thereof, whichever is lower. Should the value of the Authorized Investments be required for any other legal purpose, the Value shall be calculated in accordance with the applicable laws and regulations.

"Variable Rate Indebtedness" means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

"Verification Report" means the verification report relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

"Water Utility" shall mean and include the waterworks system now owned and operated by the Issuer and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015D Bonds. The Series 2015D Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$23,395,000, for the purpose of providing a portion of the funds to: (a) refund the Refunded Bonds; (b) make a deposit to the Series 2015D Bond Reserve Subaccount; and (c) pay Costs of Issuance. The Series 2015D Bonds shall be Parity Bonds and shall constitute Long-Term Indebtedness.

Section 202. Description of the Series 2015D Bonds. The Series 2015D Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2015D Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment, prior to their Stated Maturities as provided in *Article III* hereof and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate	Stated Maturity	Principal	Annual Rate
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<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>	<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
2016	\$1,035,000	5.000%	2025	\$1,435,000	5.000%
2017	1,015,000	4.000%	2026	1,495,000	3.000%
2018	1,060,000	5.000%	2027	1,535,000	3.000%
2019	1,120,000	3.000%	2028	1,575,000	3.000%
2020	1,155,000	4.000%	2029	1,620,000	4.000%
2021	1,205,000	5.000%	2030	1,680,000	3.000%
2022	1,270,000	5.000%	2031	1,725,000	3.000%
2023	1,340,000	2.500%	2032	1,765,000	3.125%
2024	1,365,000	5.000%			

The Series 2015D Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof. The Series 2015D Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 209** hereof.

Each of the Series 2015D Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2015D Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2015D Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2015D Bonds.

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

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

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

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

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by

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

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

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

Section 205. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

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

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

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

The Series 2015D Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series 2015D Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Series 2015D Bond shall be conclusive

evidence that such Series 2015D Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2015D Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

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

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

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being

issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.***

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim

Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under *Section 902* hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in *Section 902*; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under *Section 902* or *Section 211(a)(1)(D)* or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on

such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October 6, 2015, is hereby ratified and approved. The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance 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 Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2015D Bonds.

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

Section 213. Sale of the Series 2015D Bonds. The sale of the Series 2015D Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2015D Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

Section 214. Parity Bond Certification. The Issuer hereby represents and covenants that the Series 2015D Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Indebtedness heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2015D Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Indebtedness heretofore issued and Outstanding.

Section 215. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2015D Bonds.* At the option of the Issuer, Series 2015D Bonds maturing on October 1, in the years 2026 and thereafter will be subject to redemption and payment prior to their Stated Maturity on October 1, 2025, and thereafter as a whole or in part (selection of maturities and the amount of Series 2015D Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

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

(2) *The Series 2015D Term Bonds.* There are **no** Series 2015D Term Bonds.

Section 302. Selection of Bonds to be Redeemed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2015D Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015D Bonds. The Series 2015D Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015D Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015D Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015D Bonds, all of which Series 2015D Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015D Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2015D Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2015D Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015D Bonds.

ARTICLE V

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

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2015D Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Principal and Interest Subaccount for Water and Sewer Utility Refunding Revenue Bonds, Series 2015D;
- (b) Bond Reserve Subaccount for Water and Sewer Utility Refunding Revenue Bonds, Series 2015D;

- (c) Rebate Fund for Water and Sewer Utility Refunding Revenue Bonds, Series 2015D; and
- (d) Costs of Issuance Account for Water and Sewer Utility Refunding Revenue Bonds, Series 2015D.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2015D Bond Resolution so long as the Series 2015D Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the Escrow Fund for Refunded Bonds to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water and Sewer Utility Revenue Fund;
- (b) Water and Sewer Utility Bond Reserve Account;
- (c) Water and Sewer Utility Depreciation and Replacement Account;
- (d) Water and Sewer Utility Improvement Account;
- (e) Principal and Interest Subaccounts for Outstanding Parity Bonds; and
- (f) Bond Reserve Subaccounts for Outstanding Parity Bonds.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of Bond Resolution so long as the Utility Indebtedness is Outstanding.

Section 502. Deposit of Series 2015D Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Series 2015D Bonds and certain other moneys shall be deposited simultaneously with the delivery of the Series 2015D Bonds as follows:

- (a) Any accrued interest and excess proceeds received from the sale of the Series 2015D Bonds shall be deposited in the Series 2015D Principal and Interest Subaccount.
- (b) An amount necessary to pay Costs of Issuance shall be shall be deposited in the Series 2015D Costs of Issuance Account.
- (c) An amount necessary to bring the Series 2015D Bond Reserve Subaccount to the Series 2015D Bond Reserve Requirement shall be deposited in the 2015D Bond Reserve Subaccount.
- (d) The remaining balance of the proceeds derived from the sale of the Series 2015D Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with the Escrow Agreement.
- (e) Simultaneously with the issuance of the Series 2015D Bonds, the Issuer shall transfer from the Series 2008A Bond Reserve Subaccount to the Escrow Agent all funds therein.

Section 503. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2015D Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2015D Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2015D Bonds.

Section 504. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2015D Bonds, shall be transferred to the Issuer for deposit into the Series 2015D Principal and Interest Subaccount.

Section 505. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution(s) and the Escrow Agreement.

Section 506. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Series 2015D Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an Independent Accountant that such Independent Accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited in the Escrow Fund pursuant to *Section 502* of this Bond Resolution and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2015D Bonds, and continuing as long as any of the Utility Indebtedness remains Outstanding, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Outstanding Parity Bond Resolutions.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2015D Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** The cost of Current Expenses shall be paid currently as bills accrue. Such amount as may be necessary in the opinion of the Governing Body to pay the reasonable and proper Current Expenses for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

Parity Resolutions. The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Bond Resolution with respect to any Parity Indebtedness, and the term Parity Obligations shall be substituted for Bonds, as appropriate.

(b) **Principal and Interest Account.** There shall next be paid and credited on the first day of each month to the Principal and Interest Account, for credit to the respective Subaccounts thereof, a proportionate amount necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds. All amounts paid and credited to the various Principal and Interest Subaccounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of respective Parity Bonds as and when the same become due at Maturity and on each Interest Payment Date.

Any amounts deposited in the Principal and Interest Account in accordance with **Section 502(a)** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b) of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time Outstanding which are payable from the moneys in said Principal and Interest Subaccounts.

(c) **Bond Reserve Account.** There shall next set aside and credited monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective Principal and Interest Subaccounts

are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of the any such subaccount is below the Bond Reserve Requirement, the Issuer shall make monthly payments into such subaccount so that such subaccount shall again aggregate the Bond Reserve Requirement within twelve (12) months of such deficiency.

(d) ***Debt Service Accounts-Subordinate Lien Indebtedness.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Indebtedness, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Indebtedness. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Indebtedness.

(e) ***Depreciation and Replacement Account.*** There shall next be paid and credited monthly to the Depreciation and Replacement Account minimum monthly amounts to the end that the Depreciation and Replacement Account will reach the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer for the purpose of: (1) making extraordinary maintenance and repairs to the Utility, (2) making capital improvements in and to the Utility, and (3) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the Depreciation and Replacement Account aggregates the Depreciation and Replacement Account Requirement, no further payments into the Depreciation and Replacement Account shall be required, but if the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall resume and continue minimum monthly payments into the Depreciation and Replacement Account aggregates the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency.

(f) ***General Obligation Indebtedness.*** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months.

(g) ***Payment to the City.*** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the next required Payment to the City.

(h) ***Improvement Account.*** All moneys in the Revenue Fund on each January 1 not required for payment of the Current Expenses and all transfers required by subsections (a) to (f) hereof for the next ninety (90) days shall be credited to the Improvement Account. When the Pre-2014 Bonds are no longer Outstanding, transfers from the Revenue Fund to the Improvement Fund may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

- (1) Paying the Current Expenses.

- (2) Paying the cost of extending, enlarging or improving the Utility.
- (3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by subsections (a) to (g) hereof
- (4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.
- (5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.
- (6) To make transfers to the Revenue Fund.

(i) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer shall withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal or interest on the Utility Indebtedness, from the Bond Reserve Account, and the Improvement Account, sums sufficient to pay the principal and interest on the Utility Indebtedness as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited and shall be adequately secured as provided by the laws of the State.

(b) Moneys held in any Fund or Account other than the Escrow Fund may be invested in accordance with the Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such Fund or Account was established; and

provided, further, that Authorized Investments in the Bond Reserve Account shall have an average aggregate weighted term to maturity not greater than five years. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account, other than earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate. All earnings on investments held in the Bond Reserve Account shall accrue to and become a part of the Bond Reserve Account until the amount on deposit in the Bond Reserve Account shall aggregate the Bond Reserve Requirement; thereafter, all such earnings shall be credited to the Principal and Interest Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

(c) The Value of any Fund or Account shall be determined at the end of each calendar month. Such valuation shall also be made in conjunction with redemption of any Utility Indebtedness.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Utility Indebtedness that so long as any of the Utility Indebtedness remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the Utility as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (a) pay the Current Expenses; (b) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolution; and (d) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.20 on all Parity Indebtedness at the time Outstanding; 1.00 on all Subordinate Lien Indebtedness at the time Outstanding; 1.00 on all General Obligation Indebtedness at the time Outstanding; and 1.00 with respect to the Payment to the City; provided however, in determining the Net Revenues Available for Debt Service, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under the provisions of the Bond Resolution. If in any Fiscal Year, Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the Issuer will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Issuer

that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues Available for Debt Service with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

Section 803. Restrictions on Mortgage or Sale of Utility. The Issuer will not mortgage, pledge or otherwise encumber the Utility or any part thereof, nor will it sell, lease or otherwise dispose of the Utility or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Utility which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Utility, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Utility Indebtedness in accordance with the provisions governing repayment of Utility Indebtedness in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Utility as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with *Article IX* hereof; or

(d) sell, lease or convey all or substantially all of the Utility to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Utility Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any Utility Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Utility Indebtedness, would not cause the interest payable on such Utility Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the Utility as may be required if it is to operate the Utility; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

- (6) The Issuer receives the written consent of the Bond Insurer.

Section 804. Insurance. The Issuer will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Utility as would be carried by a privately owned utility with similar property and performing similar functions, insofar as the properties are of an insurable nature; and in the event of loss or damage, the Issuer will use the Net Proceeds of such insurance to reconstruct or replace the damaged or destroyed property, or if such reconstruction or replacement be unnecessary, then such Net Proceeds shall be used in redeeming or paying off Outstanding Utility Indebtedness, in accordance with their call provisions. The Issuer also will carry general liability insurance in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000.00 per occurrence). In lieu of the foregoing, the Issuer may establish a self-insurance program which will provide substantially the same protection for the Owners.

Section 805. Books, Records and Accounts. As long as any Utility Indebtedness are Outstanding, the Issuer shall keep proper and separate books of records and accounts in which complete and correct entries shall be made showing the Gross Revenues collected for services by the Utility and all sums expended in the operation thereof and all sums deposited in the Funds and Accounts above mentioned and all disbursements, transfers and transactions relating to the Utility as a whole, and to the several components of the Utility separately. The books and accounts shall be kept in accordance with generally accepted accounting principles.

The Utility shall make comparative quarterly reports to the Office of the City Manager relative to Utility incomes, Utility expenses and net income from operations. If any such quarterly report shall disclose that the Issuer will not have available the necessary funds for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use and services of the Utility which will provide adequate funds to meet such requirements.

Section 806. Annual Budget. The Issuer shall prepare an Annual Budget in its customary form estimating anticipated expenditures and income and containing a statement relative to the amounts of insurance being carried and to be carried. As long as the Pre-2009 Bonds are Outstanding, the Annual Budget shall contain normal budgetary items, including:

- (a) An estimate of the receipts from the Utility during the next ensuing Fiscal Year.
- (b) A statement of the estimated cost of operating the Utility during the next ensuing Fiscal Year.
- (c) A statement of any anticipated unusual expenses for the Utility during the next Fiscal Year.
- (d) A statement of any necessary replacements to the Utility which may be anticipated during the next Fiscal Year.
- (e) A statement of the amount of principal and interest to be paid on Outstanding Utility Indebtedness and any General Obligation Indebtedness to be paid from Gross Revenues of the Utility during the next Fiscal Year.

(f) A statement of the total estimated expenditures to be made from the Gross Revenues of the Utility during the next Fiscal Year.

(g) A statement of the estimated Net Revenues Available for Debt Service during the next Fiscal Year.

As long as the Pre-2009 Bonds are Outstanding, copies of the Annual Budget shall be mailed to the Underwriter and to the Bond Insurer, if any, within thirty (30) days after the same are received by the Issuer.

Section 807. Annual Audit. The Issuer shall annually cause an audit to be made by an Independent Accountant of the operation of the Utility, which audit shall be open to public inspection and shall be completed within six (6) months after the completion of the Fiscal Year. If the audit shall disclose that proper provision has not been made for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use of services of the Utility which will provide adequate funds to meet all such requirements.

As long as the Pre-2009 Bonds are Outstanding, the audit shall include the following information:

(a) A classified statement of the Gross Revenues received, the expenditures for operation and maintenance, the expenditures for all other purposes, the net Operating Revenues and the amount of any capital expenditures made from such Operating Revenues during the year.

(b) A complete balance sheet of the Fiscal Year's operations, particularly indicating the amount of moneys set aside for the various Funds and Accounts as herein provided for.

(c) A statement showing all Outstanding Utility Indebtedness which have been called, purchased, matured or paid during the year and a statement of all interest thereon paid during the year.

(d) A statement of the number of customers served by the Utility at the end of the year.

(e) A statement of the gross amount of insurance carried on the Utility's properties, showing the names of the insurers, the expiration dates of the policies and the premiums thereon.

(f) A statement by the auditor of any recommendations suggested as to financial procedures and accounting practices employed by the Issuer.

(g) A statement of the Net Revenues Available for Debt Service of the Utility.

(h) A statement of any amounts to be deposited in the Rebate Account.

As long as the Pre-2009 Bonds are Outstanding, copies of such audit shall be mailed to the Underwriter, to the Bond Insurer, if any, and to the Kansas Bank Commissioner within thirty (30) days after the same are received by the Issuer.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and

will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the Utility or take such other action as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Owner of any Bond or such Owner's duly authorized attorney, accountant or investment counselor and, the Bond Insurer, if any, shall have the right at all reasonable times during normal business hours to inspect the any records, accounts or data relating thereto in accordance with State law.

Section 809. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Utility now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

Section 810. Report on Utility Condition. The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the Utility. Not less than every three (3) years, the Issuer will cause the Consulting Engineers to make an examination and written report on the condition and operation of the Utility, such report to include recommendations as to any changes in such operation deemed desirable. Such report shall also make references to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next consultant's report required by this Section. A copy of such report will be filed with the Clerk.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Prior Lien Bonds. So long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Utility Indebtedness payable out of the Gross Revenues which are superior to the Parity Indebtedness with respect to the lien on the Net Revenues.

Section 902. Parity Indebtedness. The Issuer will not issue any Utility Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Indebtedness unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in the Bond Resolution (unless such Utility Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) *Long-Term Indebtedness.* A certificate signed by the Issuer evidencing that the Debt Service Coverage Ratio for the two (2) Fiscal Years immediately preceding the issuance of such Utility Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including the Utility Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Fiscal Years immediately preceding the issuance of such proposed Utility Indebtedness, the additional Net Revenues Available for Debt Service which

would have resulted from the operation of the Utility during said two (2) preceding Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(2) *Short-Term Indebtedness.* A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) *Interim Indebtedness.* A certificate signed by the Issuer evidencing any *either* of the following:

(i) The Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Utility Indebtedness of equal stature and priority is permitted by the laws of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement.

(e) The ordinance and/or resolution authorizing such Utility Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolution.

Additional Utility Indebtedness issued under the conditions hereinbefore set forth shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Utility Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Utility Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Subordinate Lien Indebtedness. Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Indebtedness for any lawful purpose in connection with the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Lien Indebtedness shall be payable out of the Net Revenues Available for Debt Service, provided at the time of the issuance of such Subordinate Lien Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such Utility Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Indebtedness, or of the Issuer is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolution prior to the payment of Debt Service Requirements on Subordinate Lien Indebtedness, the Issuer shall make no payments of Debt Service Requirements on said Subordinate Lien Indebtedness until said default or defaults be cured.

Section 904. Refunding Indebtedness. The Issuer shall have the right, without complying with the provisions of *Section 902* hereof, to issue Refunding Indebtedness for the purpose of refunding any of the Utility Indebtedness under the provisions of any law then available, and the Refunding Indebtedness so issued shall enjoy complete equality of pledge as did the Utility Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The Bond Resolution and all of the provisions thereof shall constitute a contract between the Issuer, the Bond Insurer and each of the Owners of Utility Indebtedness, and any such Owner may by suit, action, mandamus, injunction or other proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the Bond Resolution, subject to the limitations of hereinafter set forth; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default, then and in every such case any Owner may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

Anything in the Bond Resolution to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility

Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(a) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolution.

(b) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

second: to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(c) If the principal of all the Subordinate Lien Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Lien Indebtedness which shall have become due and payable (other than Subordinate Lien Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Lien Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Lien Indebtedness became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Lien Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Subordinate Lien Indebtedness, to the purchase and retirement of the Subordinate Lien Indebtedness and to the redemption of the Subordinate Lien Indebtedness, all in accordance with the provisions of the Bond Resolution.

(d) If the principal of all of the Subordinate Lien Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Lien Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness; and

second: to the payment of the principal of the Subordinate Lien Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Lien Indebtedness over any other Subordinate Lien Indebtedness.

Whenever moneys are to be applied by the Issuer pursuant to the foregoing provisions, such moneys shall be applied at such times, and from time to time, as the Director of Finance, in his or her sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agent in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the

circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Director of Finance. Whenever the Director of Finance shall exercise such discretion in applying such moneys, she shall fix the date (which shall be an Interest Payment Date unless she shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Director of Finance shall give such notice as she may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Utility Indebtedness until the same shall be surrendered to the Paying Agent for appropriate endorsement, or for cancellation if fully paid.

In case any proceeding taken by any Owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceedings had been taken. No Owner of any of any Utility Indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of the Bond Resolution or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the same class of Utility Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 1002. Limitation on Rights of Owners. No Owner of any Utility Indebtedness shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Bond Resolution or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Owners of twenty-five percent (25%) in aggregate principal amount of same class of the Utility Indebtedness then Outstanding shall have made written request to the Issuer, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) the Issuer shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Utility Indebtedness shall have any right in any manner whatsoever to affect, disturb or prejudice the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of the Utility Indebtedness then Outstanding. Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Owner to payment of Debt Service Requirements on any Utility Indebtedness at and after the maturity thereof or the obligation of the Issuer to pay the Debt Service Requirements on each of the Utility Indebtedness issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Utility Indebtedness expressed.

Section 1003. Remedies Cumulative. No remedy conferred 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. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. 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 shall be restored to their former positions and rights, 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.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Utility Indebtedness.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Utility Indebtedness 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 or Redemption Price of said Utility Indebtedness and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Utility Indebtedness, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with the Bond 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 Utility Indebtedness, 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 Utility Indebtedness, 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 the Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE XII

TAX COVENANTS

Section 1201. 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 Series 2015D Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk 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 Series 2015D Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. 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 Series 2015D Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. 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, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. 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. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Utility Indebtedness or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Utility Indebtedness 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 Utility Indebtedness;

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

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

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

(e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Indebtedness.

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

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

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

Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

Section 1402. 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 Utility Indebtedness, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Utility Indebtedness Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Utility Indebtedness owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Utility Indebtedness which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Utility Indebtedness 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 Utility Indebtedness and that the pledgee is not the Issuer.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer 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 1404. Inconsistent Provisions. In case any one or more of the provisions of the Series 2015D Bond Resolution or of the Utility Indebtedness issued hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to the Series 2015D Bond Resolution shall prevail with respect to Parity Indebtedness issued prior in time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of the Series 2015D Bond Resolution shall prevail with respect to any Parity Bond Resolution adopted subsequent to the Series 2015D Bond Resolution, so long as any Parity Indebtedness issued under the Series 2015D Bond Resolution is Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2015D Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1407. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date.

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director
of Law and City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 15-342 (the "Bond Resolution") of the City of Wichita, Kansas, adopted by the Governing Body on October 20, 2015, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: October 20, 2015.

Karen Sublett, City Clerk

EXHIBIT A
(FORM OF SERIES 2015D BONDS)

REGISTERED
NUMBER ____

REGISTERED
\$_____

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

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
WATER AND SEWER UTILITY REFUNDING REVENUE BOND
SERIES 2015D

Interest	Maturity	Dated	CUSIP:
Rate:	Date:	Date: November 1, 2015	

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 1 and October 1 of each year, commencing April 1, 2016 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2015D Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2015D Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2015D Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Series 2015D Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2015D Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest

Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2015D Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2015D Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS SERIES 2015D BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2015D Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2015D Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Water and Sewer Utility (the "Utility") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2015D Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

_____ (facsimile)

Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2015D Bond is one of a series of Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

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

By _____

Registration Number: 0709-087-110115-[____]

(FORM OF REVERSESIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2015D Bonds. This Series 2015D Bond is one of an authorized series of bonds of the Issuer designated “Water and Sewer Utility Refunding Revenue Bonds, Series 2015D,” aggregating the principal amount of \$23,395,000 (the “Series 2015D Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015D Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015D Bonds (collectively the “Bond Resolution”). The Series 2015D Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-116a, K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2015D Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2015D Bonds either as to principal or interest. The Series 2015D Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015D Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Outstanding Parity Bonds of the Issuer and any Parity Indebtedness to be issued. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional Utility Indebtedness payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such additional Utility Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015D Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix,

establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the Utility, pay the principal of and interest on the Series 2015D Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2015D Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2015D Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Series 2015D Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2015D Bonds are stated to mature or with respect to each form of Series 2015D Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2015D Bonds by the Securities Depository's participants, beneficial ownership of the Series 2015D Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2015D Bond, as the owner of this Series 2015D Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2015D Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2015D Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2015D Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2015D Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Series 2015D Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2015D Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2015D Bond or Series 2015D Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2015D Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2015D Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or

on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2015D Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2015D Bonds:

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Series 2015D Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Series 2015D Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Series 2015D Bond has been duly registered in my office according to law as of November 1, 2015.

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 Series 2015D Bond has been filed in the office of the State Treasurer, and that this Series 2015D Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

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

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: CON2015-00015 – City Conditional Use Request for a Nightclub on Limited Industrial Zoned Property Generally Located West of Hydraulic Avenue, on the West Side of Cleveland Avenue, on the North Side of Central Avenue. (District I)

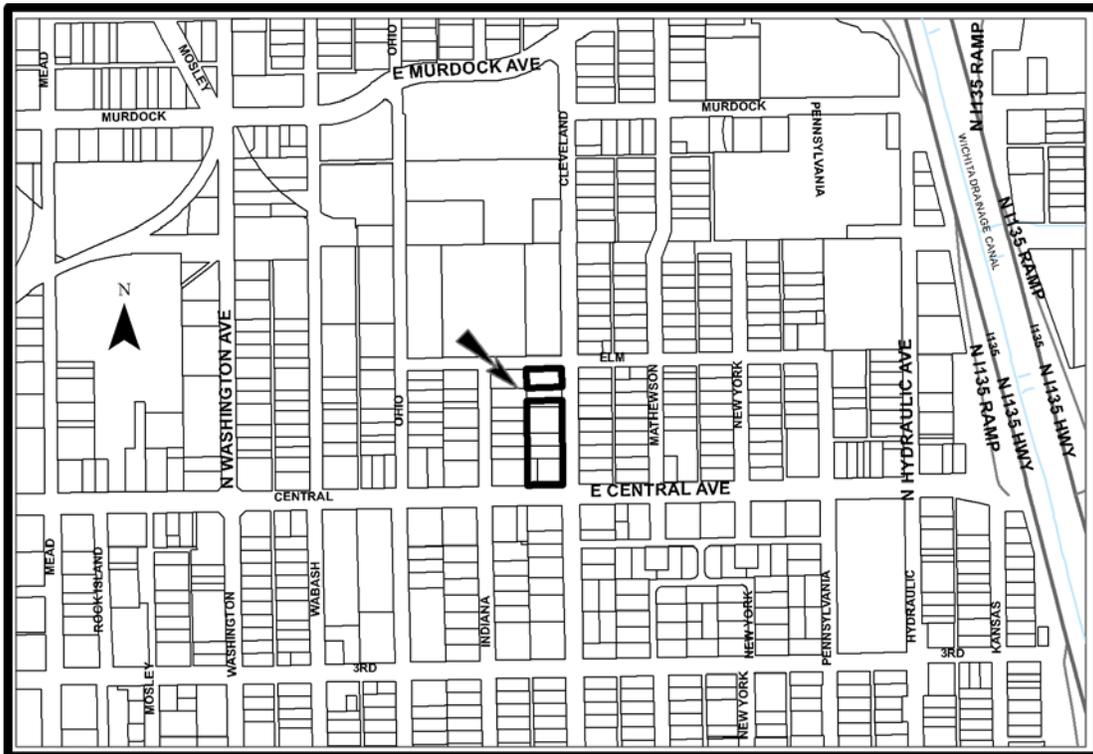
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended denial of the request (12-1).

DAB Recommendation: District Advisory Board I recommended denial of the request (6-3).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant proposes a nightclub in the city and an as needed event center for weddings, anniversaries, graduations, company celebrations, art shows, concerts and similar events on the LI Limited Industrial (LI) zoned site. The possibility of the on-site serving and consumption of cereal malt beverages or alcoholic liquor and music and dancing defines the request as a nightclub in the city. Nightclubs are a permitted use in the LI zoning district. However, if a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or a residential zoning district the UZC Unified Zoning Code (UZC) requires consideration of a conditional use. B Multi-Family Residential (B) zoned single-family residences are located 65 feet east of the site, across Cleveland Avenue, thus the conditional use request. Approval of a nightclub would allow the applicant unlimited liquor sales. Approval of the request would appear to allow the first nightclub along this section of Central Avenue, as defined by Hydraulic Avenue on the east side to the raised railroad tracks and Santa Fe Avenue on the west side.

The one-acre plus site is located on the north side of Central Avenue and on the west side of Cleveland Avenue. The character of the surrounding area is a mixture of GC General Commercial (GC) and LI zoned small commercial uses located along Central Avenue, with LI and GC zoned limited industrial uses located behind the commercial. LI zoning is the dominant zoning in the area. Development in the area includes, but is not limited to, a used car sales lot, offices, office-warehouses, small restaurants, auto repair, auto paint and body, a bike seller, etc. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Older (built 1910-1920) B, GC and LI zoned wood frame single-family residences are also located behind the commercial development along Central Avenue and to the west, east and north of the site. The residences in this area show significant decline. There are also vacant lots and vacant buildings located in the area. A cluster of B zoned brick duplexes (built 1940) are located a half-block south of the site, across Central Avenue. Three blocks southeast of the site, on the southeast side of Central and Pennsylvania Avenues, is the B and GC zoned Washington Elementary School with a significant recent, 2003, addition and improvements.

An on-site inspection found 24 paved parking spaces. The rest of the proposed parking area is located on vacant, undeveloped lots. There are markers separating the applicant's proposed parking from another property owner's vacant, undeveloped property, which splits and separates the applicant's proposed parking. The UZC requires all parking areas, loading areas and driveways on all developments other than low-density residential developments to be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash and other debris; a variance is required to waive this standard. The UZC requires one parking space per two occupants for a nightclub. The applicant owns several other buildings located on the east side of the proposed nightclub. These businesses or future businesses will need to share the parking that the applicant is proposing, which complicates the determination of the final parking requirement.

Analysis: On July 6, 2015, District Advisory Board (DAB) I considered the conditional use request for a nightclub, with the following conditions:

- A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the conditional use shall be declared null and void. The site plan shall include, but not be limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by the Fire Department, and showing how much parking is required and provided for the nightclub and the applicant's other buildings and businesses.
- B. No outdoor entertainment, music, outdoor speakers, recreation, food or drink services are permitted on the site.
- C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by the Department of Public Works-Stormwater. All improvements for the nightclub shall be completed within one year of approval by the appropriate governing body or the conditional use shall be declared null and void.
- D. The applicants shall comply with all applicable development standards of the Unified Zoning

Code, including but not limited to parking, screening, and landscaping.

- E. Occupancy for the nightclub hall shall not exceed the required parking for the nightclub and the applicant's other buildings and businesses.
- F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
- G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

There were several people who spoke in support of the request at the DAB I meeting. They spoke of the need for the venue and the improvements that would be made as a result of the approval. There were protesters at the DAB I meeting. Their issues with the proposed nightclub included: lack of adequate parking, increased traffic in the residential area, speeding, unattended children, loud noise, trash, drunk individuals wandering the neighborhood, bad experience with other neighborhood nightclubs including two homicides and one person has already been struck by a vehicle at this location.

The DAB board had similar concerns and asked if the applicant would consider restrictions on the nightclub's hours of operation. The applicant declined to put restrictions on the hours of operation. DAB I also noted that even if this owner had good intentions, he could sell to anyone at any time and the Conditional Use would still be valid. DAB I voted 6-3 to deny the request Conditional Use request for a nightclub.

On July 9, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were people who spoke in support of the application. Their support was essentially the same as those expressed at the DAB I meeting. There were protesters at the MAPC meeting. The protesters' issues with the nightclub were the same issues that were expressed at the July 6, 2015, DAB I meeting. The applicant agreed to the MAPC's additional conditions of restrictions on the nightclub's hours of operation and a condition to further minimize noise from the nightclub, listed below as conditions F and G. The MAPC voted 11-2 to approve the request with the following conditions:

- A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the conditional use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by the Fire Department, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
- B. No outdoor entertainment, music, outdoor speakers, recreation, food or drink services are permitted on the site.
- C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by the Department of Public Works-Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the conditional use shall be declared null and void.
- D. The applicants shall comply with all applicable development standards of the Unified Zoning Code, including but not limited to parking, screening, and landscaping.
- E. Occupancy for the nightclub hall shall not exceed the required parking for the nightclub and the applicant's other buildings and businesses.
- F. The nightclub shall close at 11:00 P.M., Sunday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12:00 A.M. and close at 12:30 A.M., Friday and Saturday.
- G. The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remained closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.
- H. The applicant shall obtain, maintain, and comply with all applicable permits and licenses

necessary for the operation of a nightclub in the City.

- I. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Planning staff has received valid protests to the request that total 25.70 per cent of the of the land area located within 200-foot protest area of the perimeter of the application area and appeals against the request from outside 200 feet. It takes six votes to overturn valid protests that are located within 200 feet of the perimeter of the application area.

At the August 11, 2015, City Council meeting the Council voted 4-3 to return the request back to the MAPC for reconsideration. Council members voting to return the request noted that they were struggling with approving the request without the applicant knowing the seriousness of the concerns of the MAPC and neighbors. Council members voting to deny the request noted that DAB I has recommended denial and that the applicant had been unwilling to address the concerns of the area's residences at the DAB meeting, but did so only at the recommendation by the MAPC.

The MAPC reconsidered CON2015-00015 at their September 17, 2015, meeting. Planning staff noted during their presentation that the applicant had sent additional information after the MAPC report had been written and mailed to the MAPC members. That information was presented as a hand out to the MAPC. Staff also observed that the hand out material made at least two changes: No alcohol served on Sundays and the facility will close at 10:00 p.m. on Sundays, instead of the original 11:00 p.m. closing time on Sundays. Staff also noted that the applicant's site plan was still lacking a definitive size for the facility. The agent for the applicant noted that the site would be operating as a nightclub after 5:00 p.m. Monday through Saturday and only as reserved. The agent also stated that the facility would be 6,270-square feet and have an occupancy of 330 people. There were protesters and a supporter for the request at the MAPC meeting. The MAPC found that the request for a nightclub on the site was not appropriate and voted 12-1 to deny the request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: Because the MAPC recommended denial of the Conditional Use there is no resolution for the Law Department to review. If the City Council overrides the MAPC's recommendation to deny, a resolution will be prepared by the Law Department for signatures.

Recommendation/Actions: It is recommended that the City Council: 1) concur with the findings of the MAPC and deny the conditional use (requires four votes), or 2) approve the conditional use subject to the conditions on a resolution prepared by law by making alternate findings and override the MAPC's recommendation (requires six votes to override the protests).

Attachments:

- July 9, 2015, MAPC minutes
- September 11, 2015, MAPC minutes
- August 11, 2015, City Council minutes
- DAB memo
- Site plan
- Protest map
- Letters of support

RESOLUTION No. 15-347 DONOT PUBLISH

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHTCLUB ON APPROXIMATELY (+) ONE-ACRES ZONED LI LIMITED INDUSTRIAL (“LI”), GENERALLY LOCATED WEST OF HYDRAULIC AVENUE, NORTH OF CENTRAL AVENUE ON THE WEST SIDE OF CLEVELAND AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately (+) one-acres zoned LI Limited Industrial (“LI”) legally described below:

Case No. CON2015-00015

A Conditional Use to allow a nightclub, on approximately one-acre zoned LI Limited Industrial (“LI”) described as:

Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 32, 34 and 36, on Cleveland Avenue, Corwin’s Addition, all in Wichita, Sedgwick County, Kansas; generally located west of Hydraulic Avenue, on the west side of Cleveland Avenue & on the north side of Central Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

- A. The site for a nightclub/event center shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the Conditional Use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by Fire, and showing how much parking is required and provided for the night club and the applicant’s other buildings and businesses.
- B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.
- C. Activities for the nightclub/event center shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by Public Works/Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the Conditional Use shall be declared null and void.
- D. The applicants shall comply with all applicable development standards of the Unified Zoning Code, including but not limited to parking, screening, and landscaping.
- E. Occupancy for the nightclub/event center shall shall not exceed the required parking for the night club and the applicant’s other buildings and businesses.
- F. The nightclub/event center shall be available on a rented basis not repeated on a weekly basis, and not open to the public on a daily basis at times other than when an event is scheduled.

- G. No alcohol served on Sundays and the facility will close at 10:00 p.m. on Sundays. The night club/event center shall open at 5 p.m. The nightclub/event center shall close at 11:00 p.m. Monday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12:00 a.m. and close at 12:30 a.m. Friday and Saturday.
- H. The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remain closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.
- I. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
- J. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

October 20, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

**EXCERPT MINUTES OF THE JULY 9, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2015-00015 (deferred from 5-21-15) - Armando Michel (applicant/owner) Ted Knopp (agent) request a City Conditional Use request for a nightclub on LI Limited Industrial zoned property on property described as:

2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 32, 34 and 36, on Cleveland Avenue, Corwin's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant proposes a nightclub in the city and an as needed event center for weddings, anniversaries, graduations, company celebrations, art shows, concerts and similar events on the LI Limited Industrial zoned site; see Exhibit B. These events could have the serving of food and cereal malt beverage or alcoholic liquor. The possibility of the on-site serving and consumption of cereal malt beverage or alcoholic liquor and music and dancing defines the request as a nightclub in the city. Nightclubs are a permitted use in the LI zoning district. However, if a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or residential zoning district the Unified Zoning Code (UZC) requires consideration of a Conditional Use. A LI zoned church abuts the northwest side of the site and B Multi-Family Residential zoned single-family residences are located 65 feet east of the site, across Cleveland Avenue, thus the Conditional Use request. Approval of a nightclub would allow the applicant unlimited liquor sales. Approval of a night club would appear to allow the first nightclub along this section of Central Avenue, as defined by Hydraulic Avenue on the east side to the raised railroad tracks and Santa Fe Avenue on the west side.

The one-acre plus site is located on the north side of Central Avenue and on the west side of Cleveland Avenue. The character of the surrounding area is a mixture of GC General Commercial and LI zoned small commercial uses located along Central Avenue, with LI and GC zoned limited industrial uses located behind the commercial. LI zoning is the dominant zoning in the area. Development in the area includes, but is not limited to, a used car sales lot, offices, office-warehouses, small restaurants, auto repair, auto paint and body, a bike seller, etc. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area.

Older (built 1910-1920) B, GC and LI zoned wood frame single-family residences are also located behind the commercial development along Central Avenue and to the west, east and north of the site. The residences in this area show significant decline. There are also vacant lots and vacant buildings located in the area. A cluster of B zoned brick duplexes (built 1940) are located a half-block south of the site. Three blocks west of the site, on the southeast side of Central and Pennsylvania Avenues, is the B and GC zoned Washington Elementary School with a significant recent, 2003, addition and improvements.

The applicant's site plan shows 103 parking spaces. An on-site inspection found paved parking of maybe 24 spaces. The rest of the proposed parking area is vacant except for markers separating the applicant's proposed parking from another property owner's vacant property, which splits/separates the applicant's proposed parking. This separation means that the north most parking area will not have direct access to an arterial road, Central Avenue, but will access off of the residential streets, Cleveland Avenue and Elm Street. The UZC requires all parking

areas, loading areas and driveways on all developments other than low-density residential developments to be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash and other debris; a variance is required to waive this standard. The applicant does not give an occupancy limit for the proposed night club nor does the site plan give the size of the proposed nightclub. The UZC requires one parking space per two occupants for a nightclub; as presented the determination of required parking cannot be made at this time. The applicant owns several other buildings located on the east side of the proposed nightclub. These businesses or future businesses will need to share the parking that the applicant is proposing, which further complicates the determination of the final parking requirement.

CASE HISTORY: The Conditional Use application area, Lots 2-26 (even), and Lots 32, 34 and 36, all on Cleveland Avenue, Corwins Addition, was recorded with the Register of Deeds on April 29, 1886. The proposed nightclub building was built in 1955. CON2004-00042 was a Conditional Use request to allow a nightclub within 200 feet (the standard at the time) of a residential zoning. Planning recommended denial of the request and the MAPC denied the request at the January 27, 2005 meeting. At the time of the CON2004-00042 request, the application area was permitted for a dance hall/cabaret, but could not sell or serve alcohol. The current UZC (July 9, 2009) does not define a dance hall or cabaret.

Staff has received calls protesting the use. The applicant has provided a list of 16 businesses/individuals that support the applicant’s ‘Request to support improvements on 1320 E Central’ form letter; Exhibit A. 14 of those supporters are not listed on the ownership/notification list of those property owners located within 350 feet of the subject property.

ADJACENT ZONING AND LAND USE:

NORTH:	LI, GC, B	Steel products facility and storage, vacant land, single-family residences, vacant residences
SOUTH:	LI, GC, B	Vacant building, small restaurants, auto repair, auto body and paint, small offices, office-warehouse, small retail, duplexes
EAST:	B, GC, LC	Single-family residences, vacant land and buildings, church, vehicle sales, small offices, small retail
WEST:	LI	Office-warehouse, single-family residences, church, vacant land, public school

PUBLIC SERVICES: The subject property fronts Central Avenue, which is a five-lane arterial street with an 80-foot right-of-way at this location. Cleveland and Mathewson Avenues are local streets with a 60-foot right-of-way. The 2030 Transportation Plan designates that Central will remain a five-lane arterial. The subject property has all other public utilities.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Map of the Comprehensive Plan” identifies the portion of the site where the building is located as appropriate for “local commercial” development and most of the parking area as appropriate for “employment/industrial” development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical

or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities. Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site's LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed nightclub is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The Comprehensive Plan Objective II.B. is to "Minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments." Most of the site will have direct access onto the arterial street Central Avenue. However another property owner's vacant property, splits/separates the applicant's proposed parking. This separation means that the north most parking area will not have direct access to an arterial road, Central Avenue, but will access off of the residential streets, Cleveland Avenue and Elm Street.

The site is located within the "McAdams Neighborhood Revitalization Plan," which shows the portion of the site fronting Central Avenue as suitable for 'general retail' and the parking area as 'general industrial/warehousing.' The site's LI zoning is less restrictive the Plan's general retail designation but is a match for the Plan's general industrial/warehousing designation. The proposed night club fits into either of the Plan's use designations with consideration of a Conditional Use.

RECOMMENDATION: Protesters have contacted the MAPD in opposition to the requested Conditional Use for nightclub. Opposition cites concerns regarding the potential for illegal and dangerous activity from the proposed nightclub and associated parking. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing appears to be minimal resulting in a B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future. Based upon information available prior to the public hearings, planning staff recommends that the request for a Conditional Use for a night club in the city be APPROVED, with the following conditions:

- A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review of the Conditional Use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by Fire, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
- B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.

- C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by Public Works/Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the Conditional Use shall be declared null and void.
- D. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping.
- E. Occupancy for the nightclub hall shall not exceed the required parking for the night club and the applicant's other buildings and businesses.
- F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
- G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The character of the surrounding area is a mix of LI, GC, and B zoned commercial, limited industrial and residential (mostly single-family) uses. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing (built 1910-1920) appears to be minimal resulting in a small B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently vacant and zoned LI which can accommodate office, retail, commercial and industrial land uses. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences consideration of a Conditional Use is required.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Currently the sale of alcoholic beverages is prohibited on this site. Approval of this request would allow for unlimited liquor sales, which could have detrimental impacts on the surrounding residences, considering their proximity to the proposed nightclub and associated parking.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan" identifies the portion of the site where the building is located as appropriate for "local commercial" development and most of the parking area as appropriate for

“employment/industrial” development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities.

Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site’s LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The site is located within the “McAdams Neighborhood Revitalization Plan,” which shows the portion of the site fronting Central Avenue as suitable for ‘general retail’ and the parking area as ‘general industrial/warehousing.’ The site’s LI zoning is less restrictive the Plan’s general retail designation but is a match for the Plan’s general industrial/warehousing designation. The proposed nightclub fits into either of the Plan’s use designations with consideration of a Conditional Use.

A consideration for the denial of CON2004-00042 was that a portion of the site was designated as appropriate for ‘low density residential’ development on the “2001 Wichita Land Use Guide of the Comprehensive Plan.” The “2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan” has changed that designation as appropriate for “employment/industrial” development. This change is reflecting the “McAdams Neighborhood Revitalization Plan’s” designation of general industrial/warehousing uses. This change may also be in recognition that because of the area being zoned predominately LI, low density residential development is unlikely because of close proximity to industrial zoning and uses.

5. Impact of the proposed development on community facilities: It is possible that approval of this request could result in an increased demand for police services.

BILL LONGNECKER, Planning Staff presented the Staff Report. He reported that at the July 6, 2015 DAB I meeting there was quite a bit of dialogue regarding impact of a nightclub in the City and a special events center serving alcohol and food with live entertainment and music. The DAB concluded that the event center would be more of a nuisance than benefit in the neighborhood and recommended denial of the application by a vote of 6-3.

RICHARDSON said there was some confusion regarding a part of the building on Central being or not being part of the nightclub (the address was 1322 Central). He also requested clarification that none of the parking has access to an arterial street.

LONGNECKER said that was true about the parking not having access to an arterial street. He referred to the aerial and mentioned that the applicant owned other spaces in the strip; however, the nightclub will only occupy some of the area. He said parking will have to address not only the nightclub but also some type of retail space. He said staff was unable to determine the exact

number of parking spaces required at this time and will be working with the applicant to nail that down. He said the Fire Department did not want to put an occupancy number on the nightclub until the use was determined and the occupancy will dictate parking requirements.

RICHARDSON asked then the case as presented would allow all of the building to be used as a nightclub if there was sufficient parking.

LONGNECKER said the nightclub would only include those buildings on the site plan, but it could include all of the buildings.

RICHARDSON clarified that parking for a nightclub was one space for every two people. He also asked about any screening requirements for the parking.

LONGNECKER said that calculation on the parking was correct. He added that occupancy will be limited to what parking the site could support. He mentioned the case history and the problems with the previous conditional use at this site. He said the neighbors and DAB expressed the same concerns regarding parking. He said the applicant will have to provide solid screening and landscaping between the parking and SF-5 zoning to the west. He said there is no screening requirement where the property abuts LI.

RICHARDSON asked about the calls received by staff on the application.

LONGNECKER commented that only two of the support letters provided by the applicant were from property owners located within the area. He said one protest was from a property owner who owned multiple properties in the area. He said a neighborhood association, church and surrounding neighbors protested the application at the DAB meeting. He said until formal (written) protests are received, staff will not be able to determine if the protests are within or outside the designated protest area.

TED KNOPP, 7117 E. CHELSEA, AGENT FOR THE APPLICANT, EL VAQUERO FAMILY AND FRIENDS, LLC, (ARMANDO MICHEL, JUANA GILLIS AND JORGE ROJAS) said they are looking at having an event center with broader capabilities. He mentioned that one of the applicants wants to gather with other Mexicans to enjoy food and music and said there is usually alcohol involved at these gatherings. He said the event center will host staged events on the weekends and evenings including quinceaneras, weddings, graduations, family reunions, etc. He said they would also like to have a Mexican luncheon buffet during the noon hour. He said on the nights where there are no reservations, they would like to have live music of some sort.

KNOPP said there are mixed uses in the neighborhood and mentioned a former beautify shop along Cleveland. He said there is also a tee shirt shop that is made available to local artists and students from WSU to learn graphic design and tee shirt production. He said the applicant tried to run a tee shirt shop that was not very successful, so the space has been made available as a community resource for local artists. He said the applicant is willing to agree to any restrictions that are consistent with the intended use as a community center. He said they agree to limit the use to the part of the building shown on the site plan and cut off alcohol sales at midnight.

KNOPP mentioned the letters of support obtained by the applicant from members of the Hispanic community and others. He said the applicant has secured additional land for parking and referred to the aerial of the area where the applicant has purchased additional land. He said the applicant was surprised at the opposition received at the DAB meeting. He said one of the objections was noise and that the north door was open and music was spilling out onto the parking lot. He said they are working on an entrance on the Central side of the building and that they intend to close off the north door other than for emergency access. He said other neighbors and the neighborhood association said as long as alcohol is involved they didn't want anything to do with the application. He said one DAB members asked about the new BYOB law effective July 1, 2015 and whether that would impact the application. He referred to a copy of the Senate House Bill 2223 provided to the Planning Commission as a handout. He said his response to the neighbors concern is with the passage of this bill, there can probably be alcohol at any event. He said with the full regulations of a nightclub and the need for a liquor license, the applicant can control consumption of alcohol on the premises much better. He said by obtaining a liquor license, the applicant consents to the WPD entering the premises at any time.

KNOPP requested an additional three minutes to finish his presentation.

WARREN suggested that if the applicant needed an additional three minutes, that the Commission hear from the audience and then extend the applicant's rebuttal time. It was the general consensus of the Commission that was acceptable.

PASTOR JOHN REDDICK, 1510 E. 9TH STREET said he is Pastor of the church located at 956 N. Mathewson. He said parking is an issue and a pedestrian has been hit at the location crossing the street. He said the parking lots, that are grass and dirt, get filled up. He said the neighborhood has had problems in the past with private nightclubs and mentioned that a woman was murdered in the area. He said they do not support alcohol period and they do not want nightclubs in their neighborhood. He said he believes a lot of the information provided is misleading and referred to page 3 of the Staff Report where he said it mentions baptisms, weddings, etc. but there is no mention of a nightclub. He said the tee shirt shop is never open. He said they are trying to change the neighborhood to a nice livable place and a nightclub is not suitable.

JANET REDDICK, 1510 E. 9TH STREET, PRESIDENT, MCADAMS NEIGHBORHOOD ASSOCIATION said they are fighting a battle to get clubs out of their neighborhood. She said the tee shirt shop has never been open. She said when she informed the owner about the woman being hit by a car, he told her she was a black lady and she didn't belong there. She said the woman couldn't see to cross the street because the cars are lined up along the street. She said this location is not suitable for a nightclub. She said they are trying to turn this into a decent neighborhood and they need things like commercial stores and restaurants. She said they want clubs out of their neighborhood.

ALLISON SHELLMAN, 624 N. CLEVELAND said she has lived in the area for 24 years and owns another house at 530 N. Indiana that directly abuts the club's parking lot that she and her family are getting ready to move into. She said they have issues with people parking on their lot. She also mentioned that the woman who was hit was not African American but was a lady that was attending an event at the club. She said the parking is horrendous and the noise, which they hear on a regular basis even on the next block is obnoxious. She said at these events there also

seems to be a lot of young children that no one seems to monitoring because they are running all over the neighborhood. She said she is surprised they haven't been hit by a car. She said the support letters provided say nothing about a nightclub, and all the support letters come from business owners, she didn't see any letters from residential property owners who will be there after 5:00 p.m. She said the applicant already hold events there; there is already alcohol there so it is already a nuisance for the people living nearby. She said adding a nightclub will only make matters worse. She mentioned other clubs that used to be in the neighborhood and what a nightmare it was for the neighbors with drunken people knocking on their door at midnight on a regular basis. In addition, she said WPD was out there all the time. She said she doesn't see where this is going to be any different. She requested that they take this nightclub to Old Town instead of where she lives.

MATTHEW CLAGG, 427 N. OLIVER said he was present to represent the arts and creative community and, in particular, the all ages music community. He said access to live music for anyone under 21 is severely limited because the bars and clubs downtown have an age restriction. He mentioned hosting ICT Fest starting in 2004 to serve younger bands including high school level and below. He said hearing a broad diversity of music at an early age helps children develop their artistic and creative abilities. He said the applicant has opened up the space to them. He said previously they have had to use parking lots, warehouses, art studios, etc., but they would like to hold the festival at this location this year. He said bands would get to play at this venue that would not be able to play anywhere else and get exposure to large crowds.

CLAGG concluded by mentioning that any screen printing shop doesn't normally operate as a storefront. He said they take orders, manufacture the tee shirts and deliver them. He said the screen printing and embroidery equipment is another huge asset to the creative community. He said artists and bands can make their own merchandise. He said he does not believe this will be a downtown nightclub where people will be drinking until 2:00 a.m., but a place for the community to gather and celebrate events with music and creative arts. He asked the Commission to support that.

_____ **3020 N. FAIRVIEW** said she lives across the street from Cortez Mexican Restaurant. She said since that was turned into a nightclub, none of the residents have had any incidents. She said there is a little noise when her windows are open. She said she also represents a community of resident artists from local high schools and WSU who use the tee shirt shop space for workshops where they create all kinds of art. She said the applicant has allowed them to use the building for that. She said this building looked really bad and the applicant did an amazing job fixing it up inside. She said if he fixes the building the way he intends to, it will beautify the neighborhood. She concluded by saying that the applicant lets artists use this venue who could not afford to go anywhere else.

RAYMOND SHELLMAN, 624 N. CLEVELAND asked that the Commission deny the applicants request for a nightclub in a residential neighborhood. He said this neighborhood is predominantly residential; there is an elementary school three blocks away. He said there are some businesses to the west; however, they are closed at 5:00 or 6:00 p.m. and are not open during the hours the applicant wants to be open so he doesn't feel like this impacts them, but it will impact the residents in the area. He said traffic is a problem along Cleveland and this will

aggravate that. He said they don't feel comfortable with their children and others playing in their own front yards. He said when they have events at the venue; traffic comes down the street in a procession. He mentioned crime statistics and that nightclubs and bars increase crime and violent crime. He said they don't believe fencing or screening will help that. He said noise is currently a problem and they get woken up at 1:00 – 2:00 a.m. on a regular basis. He said he and his wife own property adjacent to the parking lot and said statistics show that most of the problems at bars and nightclubs happens in the parking lot. He said he would rather not have that directly behind the house he is going to move into. He asked if the applicant would want a nightclub or bar across from his residence. He mentioned problems they have had with clubs in the area in the past and how the WPD canvassed the neighborhood to try to get people to complain so the clubs would be shut down. He said if the applicant moved 4-5 blocks to the southwest, they would be in Old Town which would be a perfect environment for what he wants to do.

CHAIR GOOLSBY asked staff for clarification that in order to have live music, the applicant has to apply for a conditional use permit for a nightclub.

MILLER said also if alcohol is being served, that is correct.

MOTION: To give the applicant five minutes rebuttal time.

WARREN moved, **B. JOHNSON** seconded the motion, and it carried (13-0).

FOSTER explained that the applicant can speak within the rebuttal period.

KNOPP commented that four people spoke in opposition. He said two of them were married and two of them objected to alcohol of any kind. He said they have moved into a house that is zoned LI and then are asking the Commission to protect the quality of their neighborhood. He said the applicant has lots of support from people who would like to see this happen. He said this is a commercial building that has struggled to find a productive use located on Central Avenue not Elm or Indiana. He said there is no limitation on the number of cars that can park on a public street. He said this can be a vibrant development that enhances and creates opportunities for that block. He said he sees very limited opposition but great public support for the project. He said submitting to the full regulations as a nightclub allows for this operation to be supervised and monitored; and, if there is a problem, to be shut down just as the former clubs in the area. He said if this is subject to lower regulation, it may be harder to address concerns of the neighborhood. He said Mr. Michel and his partners want this to be a nice, family-oriented venture and would be open to any reasonable restrictions to implement their plans. He concluded by saying that in an LI area, fronting Central with lots of parking it seems unreasonable to deny a proposed use that is consistent with the UZC.

ARMANDO MICHEL, 6014 W. 34TH STREET said the person who hit the lady crossing the street had nothing to do with any event at the location. He said as far as the noise is concerned, once they have the door open in the front, they will close the back door to reduce noise.

MICHEL mentioned that he was an electrical engineer from Mexico who came to the United States in 1997 and worked as a gasoline engineer, traveling all over the county and living in San Antonio for nine years. He said Hispanics work hard and they like big getting together. He said he believes they deserve a place to get together. He said he bought the property in 2010 and has made improvements over the last five years working with his own money. He said this will be a family oriented business.

RICHARDSON asked if the applicant planned on using the southeast corner of Elm and Cleveland for parking to increase the size of the club.

KNOPP responded no, that there were practical limitations against doing that including that it is not zoned properly.

RICHARDSON asked staff if the property could be used for parking for the club.

LONGNECKER said it would require a conditional use permit because it is currently zoned B Multi-family Residential.

RICHARDSON asked about alcohol sales stopping at midnight and how the new law impacts that.

KNOPP said all alcohol will have to stop being served at midnight.

JEFF VANZANDT, ASSISTANT CITY ATTORNEY said House Bill 2223 does not preempt the City Ordinance regarding this issue. He said currently no BYOB is allowed under City Ordinance. He added that a revised Ordinance is being prepared to go to the City Council in early August. He said the language in the bill is a bit vague. He said this State Statue currently is not effective within the City limits of Wichita.

KNOPP apologized and said he didn't mean to misrepresent anything. He said one of the ways to avoid that liberalization was to put the applicant under the complete control of the City rules and regulations that apply to nightclubs.

DENNIS asked if the applicant was willing to add a stipulation to stop serving alcohol at midnight or earlier on week days.

KNOPP said he didn't have a response to that.

DENNIS commented that the conditional use permit goes with the property, and he is concerned that if for some reason this enterprise goes out of business and someone else takes it over, then it is officially a nightclub. He said he was thinking about how they could make this happen, but put limitations on it so it is not as attractive to someone else to run as a nightclub.

KNOPP asked if he could confer with his client.

Responding to a question, **MILLER** clarified that a conditional use permit runs with the land.

RICHARDSON asked for clarification that they would close at midnight or limit alcohol sales until midnight.

KNOPP said they plan on cessation of alcohol sales at midnight.

WARREN clarified that the applicant would be willing to put the condition of closing the back entrance and using it only for emergencies as a way to reduce noise in writing as part of the conditions of approval.

KNOPP responded yes.

WARREN asked about limiting hours of operation. He said he likes that idea.

J. JOHNSON asked about required parking on site and the capacity of the building.

KNOPP explained that they don't have that number yet. He said Mr. Michel has bought property in the area to accommodate parking.

RICHARDSON asked how occupancy was determined.

LONGNECKER explained that building occupancy is established by the Fire Marshall and parking requirements will be determined by that occupancy. In addition, he mentioned that there are two other store fronts that hopefully at some point will be occupied. He said on-site parking will have to accommodate those store fronts also.

J. JOHNSON asked about leasing parking.

LONGNECKER said you can lease parking within 600 feet of the establishment.

RICHARDSON asked if the Fire Department says the building has a larger capacity than there is parking, does that limit the capacity of the nightclub to whatever the parking will support. He said from what staff is saying, this sounds like a circular argument.

LONGNECKER said the applicant could remedy the parking issue with a variance or administrative adjustment.

DAILEY asked about City laws regarding noise and loud music.

MILLER said the City has a Noise Ordinance that prescribes various decibel levels based on the zoning district and uses. He said someone would have to complain and then City staff would go out and check the ambient noise level.

DENNIS asked for clarification of the site plan. He asked what happens if the applicant wants to expand.

LONGNECKER said they would have to come back to this body and DAB and request an amendment to the site plan.

RICHARDSON asked about closing at 11:00 p.m. during the week and midnight on weekends.

KNOPP said the applicant will agree to stop serving alcohol at 11:00 p.m. Monday – Thursday and midnight on weekends.

RICHARDSON asked about closing the building at midnight on the weekends.

KNOPP said if they close the building at midnight, they will have to stop serving alcohol earlier.

RICHARDSON said you can also order three drinks at midnight and stay for another two hours. He said the only way to limit this, in his opinion, was to close the doors at midnight and disburse the crowd. Otherwise people will be there until 2:00 a.m. in the morning.

KNOPP said the applicant is willing to close the doors at midnight even though it might be problematic.

VANZANDT mentioned that the applicant will have to obtain a license and the license states that they can operate until 2:00 a.m. in the morning. He said he does not know if the conditional use limitation will override the provision provided by the City license.

GOOLSBY said it has worked with other venues and the Planning Commission has done this before.

MOTION: To approve subject to staff recommendation, abating noise by creating an emergency exit only on the back of the property, hours of operation to 11:00 p.m. Sunday – Thursday and 12:30 p.m. on Friday and Saturday and stopping all alcohol sales at midnight on the weekends.

WARREN moved, **B. JOHNSON** seconded the motion.

FOSTER clarified that there is no access to arterials from the parking lot. He asked staff to briefly review the parking issue.

LONGNECKER briefly explained that none of parking lot has access to an arterial. He said the Fire Marshall was not willing to give an occupancy number until definition of the use has been established. He the way the Staff Report is worded, occupancy will determine how much parking is going to be needed. He said if occupancy exceeds available parking, the applicant can acquire other parking spaces on other properties or request an administrative adjustment or variance to reduce the parking requirement.

MILLER STEVENS clarified that without the conditional use the applicant can continue to operate as a restaurant and event center; the conditional use allows the sale of alcohol.

LONGNECKER said the conditional use for the event center would allow alcohol sales, music and dancing.

GOOLSBY clarified and that is what makes it a nightclub. He said just because it is defined as a nightclub; doesn't necessarily make it a nightclub.

LONGNECKER mentioned that the applicant did not offer any restrictions on the hours and days it was going to operate. He said the applicant was asked about closing at midnight at the DAB meeting, but declined to do that at that time.

The **MOTION** carried (11-2). **FOSTER** and **MILLER STEVENS** – No.

EXCERPT MINUTES OF THE SEPTEMBER 17, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CON2015-00015 (Referred back from City Council) - Armando Michel (applicant/owner) and Ted Knopp (agent) request a City Conditional Use request for a nightclub on LI Limited Industrial zoned property described as:

2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 32, 34 and 36, on Cleveland Avenue, Corwin's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: (NOTE: *text in italics indicates updated information made at or after July 9, 2015, MAPC meeting*)

The applicant proposes a nightclub in the city and an as needed event center for weddings, anniversaries, graduations, company celebrations, art shows, concerts and similar events on the LI Limited Industrial zoned site; see Exhibit B. These events could have the serving of food and cereal malt beverage or alcoholic liquor. The possibility of the on-site serving and consumption of cereal malt beverage or alcoholic liquor and music and dancing defines the request as a nightclub in the city. Nightclubs are a permitted use in the LI zoning district. However, if a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or residential zoning district the Unified Zoning Code (UZC) requires consideration of a Conditional Use. A LI zoned church abuts the northwest side of the site and B Multi-Family Residential zoned single-family residences are located 65 feet east of the site, across Cleveland Avenue, thus the Conditional Use request. Approval of a nightclub would allow the applicant unlimited liquor sales. Approval of a night club would appear to allow the first conforming nightclub along this section of Central Avenue, as defined by Hydraulic Avenue on the east side to the raised railroad tracks and Santa Fe Avenue on the west side.

The one-acre plus site is located on the north side of Central Avenue and on the west side of Cleveland Avenue. The character of the surrounding area is a mixture of GC General Commercial and LI zoned small commercial uses located along Central Avenue, with LI and GC zoned limited industrial uses located behind the commercial. LI zoning is the dominant zoning in the area. Development in the area includes, but is not limited to, a used car sales lot, offices, office-warehouses, small restaurants, auto repair, auto paint and body, a bike seller, etc. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Older (built 1910-1920) B, GC and LI zoned wood frame single-family residences are also located behind the commercial development along Central Avenue and to the west, east and north of the site. The residences in this area show significant decline. There are also vacant lots and vacant buildings located in the area. A cluster of B zoned brick duplexes (built 1940) are located a half-block south of the site. Three blocks west of the site, on the southeast side of Central and Pennsylvania Avenues, is the B and GC zoned Washington Elementary School, which has had significant recent, 2003, building addition and improvements.

The applicant's site plan shows 103 parking spaces. An on-site inspection found paved parking of maybe 24 spaces. The rest of the proposed parking area is vacant except for markers separating the applicant's proposed parking from another property owner's vacant property, which splits/separates the applicant's proposed parking. The UZC requires all parking areas, loading areas and driveways on all developments other than low-density residential

developments to be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash and other debris; a variance is required to waive this standard. The applicant does not give an occupancy limit for the proposed night club nor does the site plan give the size of the proposed nightclub. The UZC requires one parking space per two occupants for a nightclub; as presented the determination of required parking cannot be made at this time. The applicant owns several other buildings located on the east side of the proposed nightclub. These businesses or future businesses will need to share the parking that the applicant is proposing, which further complicates the determination of the final parking requirement.

CASE HISTORY: The Conditional Use application area, Lots 2-26 (even), and Lots 32, 34 and 36, all on Cleveland Avenue, Corwins Addition, was recorded with the Register of Deeds on April 29, 1886. The proposed nightclub building was built in 1955. CON2004-00042 was a Conditional Use request to allow a nightclub within 200 feet (the standard at the time) of a residential zoning. Planning recommended denial of the request and the MAPC denied the request at the January 27, 2005 meeting. At the time of the CON2004-00042 request, the application area was permitted for a dance hall/cabaret, but could not sell or serve alcohol. The current UZC (July 9, 2009) does not define a dance hall or cabaret.

Staff has received calls protesting the use. The applicant has provided a list of 16 businesses/individuals that support the applicant's 'Request to support improvements on 1320 E Central' form letter; Exhibit A. 14 of those supporters are not listed on the ownership/notification list of those property owners located within 350 feet of the subject property. *Two of the former supporters, both located within the 20-foot protest area have withdrawn their support and have turned in valid protest.*

At the July 6, 2015, DAB I meeting both protestors and supporters spoke. Concerns of the neighborhood included: a lack of adequate parking; increased traffic in the residential area; speeding; unattended children; loud noise; trash, drunk individuals wandering the neighborhood; bad experience with other neighborhood nightclubs including two homicides, and; pedestrians being struck by vehicles at this location.

Also noted was that even if this owner has good intentions, he could sell to anyone at any time and the Conditional Use would still be valid. In an attempt to address the concerns of the residential neighbors the DAB asked the applicant to consider limits on the availability of the facility, including time limits such as closing at midnight. The applicant declined any restrictions on hours of operations.

The following, under **CASE HISTORY**, reflects the recommendation by the MAPC at their July 9, 2015, meeting and new/updated information for the MAPC to consider.

At the July 9, 2015, MAPC meeting the MAPC got the applicant to agree to the additional conditions of restrictions on the nightclub's hours of operation and a condition to further minimize noise from the nightclub:

- The nightclub shall close at 11:00 P.M., Sunday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12:00 A.M. and close at 12:30 A.M., Friday and Saturday.

- The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remain closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.

The MAPC approved, 11-2, the request per staff's conditions and the above additional conditions; see RECOMMENDATION, pages 5 and 6 of this report. There were protesters as well as supporters of the request at the MAPC meeting.

At the August 11, 2015, City Council meeting the Council voted 4-3 to return the request back to the MAPC for reconsideration. Council members voting to return the request noted that they were struggling with approving it and not approving it without the applicant knowing the seriousness of the concerns of the MAPC and neighbors. Council members voting to deny it noted that DAB I has recommended denial and that the applicant had been unwilling to address the concerns of the area's residences at the DAB meeting, but did so only at the recommendation by the MAPC. Those concerns are shown in the attached minutes from the August 11, 2015, City Council meeting. Valid protests to the request have been received that total 25.70 per cent of the of the land area located within 200 feet of the perimeter of the application area and appeals against the request from outside 200 feet.

On August 20, 2015, 10:43 AM, Planning Staff E-Mailed the following to the agent, Ted Knopp: Mr Knopp

We have CON2015-15 scheduled for the September 17, 2015, MAPC meeting...if you have any revisions to the request (including site plans, days and hours of operation for the event center/night club, etc) I will need them by Friday September 4, 2015...the letters going out for the September 17, 2015 MAPC meeting will be going out Friday August 21, 2015, or Monday, August 24, 2015...

On August 20, 2015, 10:54 AM, Mr Knopp replied:
Thank you.

As of 9 AM, Thursday, September 10, 2015, MAPD staff has received no other communication or information from the applicant or the agent, thus staff has no new information to provide to the MAPC for your review and reconsideration of the case, with the exceptions as noted. MAPD staff has received complaints that the site has had activities occurring on it; MAPD has forwarded these complaints to the Code Compliance division of the Metropolitan Area Building and Construction Department.

ADJACENT ZONING AND LAND USE:

NORTH:	LI, GC, B	Steel products facility and storage, vacant land, single-family residences, vacant residences
SOUTH:	LI, GC, B	Vacant building, small restaurants, auto repair, auto body and paint, small offices, office-warehouse, small retail, duplexes, public school
EAST:	B, GC, LC	Single-family residences, vacant land and buildings, church, vehicle sales, small offices, small retail
WEST:	LI	Office-warehouse, single-family residences, church, vacant land

PUBLIC SERVICES: The subject property fronts Central Avenue, which is a five-lane arterial street with an 80-foot right-of-way at this location. Cleveland and Mathewson Avenues are local streets with a 60-foot right-of-way. The 2030 Transportation Plan designates that Central will remain a five-lane arterial. The subject property has all other public utilities.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Map of the Comprehensive Plan” identifies the portion of the site where the building is located as appropriate for “local commercial” development and most of the parking area as appropriate for “employment/industrial” development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities. Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site’s LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed nightclub is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The Comprehensive Plan Objective II.B. is to “Minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments.” Most of the site will have direct access onto the arterial street Central Avenue. However another property owner’s vacant property, splits/separates the applicant’s proposed parking. This separation means that the north most parking area will not have direct access to an arterial road, Central Avenue, but will access off of the residential streets, Cleveland Avenue and Elm Street.

The site is located within the “McAdams Neighborhood Revitalization Plan,” which shows the portion of the site fronting Central Avenue as suitable for ‘general retail’ and the parking area as ‘general industrial/warehousing.’ The site’s LI zoning is less restrictive the Plan’s general retail designation but is a match for the Plan’s general industrial/warehousing designation. The proposed night club fits into either of the Plan’s use designations with consideration of a Conditional Use.

RECOMMENDATION: Protesters have contacted the MAPD in opposition to the requested Conditional Use for nightclub. Opposition sites concerns regarding the potential for illegal and dangerous activity from the proposed nightclub and associated parking. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing appears to be minimal resulting in a B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future. Based upon information available prior to the public hearings, planning staff recommends that the request for a Conditional Use for a night club in the city be APPROVED, with the following conditions (with the additional conditions as recommended by the July 9, 2015, MAPC):

- A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the conditional use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by the Fire Department, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
- B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.
- C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by the Department of Public Works-Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the conditional use shall be declared null and void.
- D. The applicants shall comply with all applicable development standards of the Unified Zoning Code, including but not limited to parking, screening, and landscaping.
- E. Occupancy for the nightclub shall not exceed the required parking for the nightclub and the applicant's other buildings and businesses.
- F. The nightclub shall close at 11:00 P.M., Sunday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12:00 A.M. and close at 12:30 A.M., Friday and Saturday.
- G. The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remain closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.
- H. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
- I. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The character of the surrounding area is a mix of LI, GC, and B zoned commercial, limited industrial and residential (mostly single-family) uses. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing (built 1910-1920) appears to be minimal resulting in a small B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently vacant and zoned LI which can accommodate office, retail, commercial and industrial land uses. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences consideration of a Conditional Use is required.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Currently the sale of alcoholic beverages is prohibited on this site. Approval of this request would allow for unlimited liquor sales, which could have detrimental impacts on the surrounding residences, considering their proximity to the proposed nightclub and associated parking.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan” identifies the portion of the site where the building is located as appropriate for “local commercial” development and most of the parking area as appropriate for “employment/industrial” development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities.

Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site’s LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The site is located within the “McAdams Neighborhood Revitalization Plan,” which shows the portion of the site fronting Central Avenue as suitable for ‘general retail’ and the parking area as ‘general industrial/warehousing.’ The site’s LI zoning is less restrictive the Plan’s general retail designation but is a match for the Plan’s general industrial/warehousing designation. The proposed nightclub fits into either of the Plan’s use designations with consideration of a Conditional Use.

A consideration for the denial of CON2004-00042 was that a portion of the site was designated as appropriate for ‘low density residential’ development on the “2001 Wichita Land Use Guide of the Comprehensive Plan.” The “2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan” has changed that designation as appropriate for “employment/industrial” development. This change is reflecting the “McAdams Neighborhood Revitalization Plan’s” designation of general industrial/warehousing uses. This change may also be in recognition that because of the area being zoned predominately LI, low density residential development is unlikely because of close proximity to industrial zoning and uses.

5. Impact of the proposed development on community facilities: It is possible that approval of this request could result in an increased demand for police services.

BILL LONGNECKER, Planning Staff presented the Staff Report. He commented that the site plan and information provided as a handout was received after the Staff Report was written and the agenda mailed. He said after a quick analysis the only difference Staff could find with the original proposal is that activities would shut down one hour earlier on Sundays, hours of operation throughout the week and that no alcohol be served on Sundays. He said those are the changes the applicant has proposed. He commented that staff has continued to receive complaints on the site and they have referred them to MABCD. In addition, he understands that WPD Vice is also involved.

MILLER STEVENS asked for clarification on the site plan. She said the site plan that was included with the packet that was previously reviewed by the Planning Commission had hash marks on the nightclub area. She said on the new site plan provided as a handout, all the areas are hashed. She asked if the entire structure is now included as the event center.

LONGNECKER commented that the first page of the handout is the seating arrangement.

RICHARDSON clarified that according to the code information on the site plan, the actual area is 9,000 square feet and it appears that the cross-hatched nightclub area is approximately 6,270 square feet.

LONGNECKER suggested that the applicant nail down how large the event center was going to be.

RICHARDSON asked how long the site has been zoned industrial and the history of what has been tried in the area. He asked if you could build a single family residence in industrial zoning today. He said there appears to be a conflict in what the City wants this area to become.

LONGNECKER said he hasn't looked at the history of the area but commented that the steel fabrication plant has been there a while. He said in this part of town it is not unusual to see single-family residences that have industrial zoning on them. He said no residential (single-family, duplexes or multi-family) is allowed in industrial zoning today. He referred to the Land Use Map and said this was an area in transition.

DAILEY asked if the applicant offered up the provision of no alcohol on Sunday or did the City require that provision.

LONGNECKER said the applicant offered that.

TODD asked staff where the school and church are located in the neighborhood.

LONGNECKER said Washington Elementary School is located near Hydraulic. He said there was a church on Cleveland; however, that was outside the 300 foot area. He said what triggers conditional use in this case is the B Multi-family zoning.

TED KNOPP, 310 WEST CENTRAL, AGENT FOR THE APPLICANTS Armando Michel and Jorge Rojas. He said one of the items that kept coming up in discussions was that the proposed land use change is permanent and that once this zoning is changed, the next use can be a nightclub. He commented that the proposed business plan removes all practical utility of this conditional use permit

for a nightclub. He said the applicant has said they will be open Friday and Saturday for events. He said during the week they won't be open after 5:00 p.m. except on limited occasions and mentioned four (4) nights during the week. He also mentioned the week long cultural event. He said they are limiting the proposed use to what would be an event center with events on Friday and Saturday nights. He said Sundays it is clear the applicant's intention is to make this a gathering place for families (open until 10:00 p.m.) such as the applicants experienced in communities in Mexico and San Antonio with large Hispanic populations. He said this business plan design will eliminate the value of the site as a nightclub for the next owner. He said from 11:00 a.m. – 4:00 p.m. the applicant will operate the site as a Mexican restaurant. He said at 5:00 p.m. the location will turn into an event center/nightclub one night a week or if it is rented, it can be open all week for cultural events and other celebrations.

He concluded by referencing the letters of support for the event center and said they only received protests when it was described as a nightclub. He said as long as there is music, dancing and alcohol, the City describes this as a nightclub. He said even though they are applying for a nightclub permit, they are trying to make it clear that this is an event center and community gathering spot and the permit will never be able to be used for a traditional nightclub. He mentioned that since the strip center is a day time use and the event center is a night time use, they propose to share the parking.

ARMANDO MICHEL, 6014 WEST 34TH STREET, WICHITA, KANSAS, APPLICANT said they are proposing an event center for families and for people to make reservations in advance. He said no alcohol will be served on Sundays. He said they plan to have a disc jockey and this will be for families and kids. He said this is not a typical nightclub.

RICHARDSON requested clarification on how much of the building will be used for the nightclub. He asked how many total square feet. He asked isn't the legal description for the entire area included in the application.

KNOPP said the event center will be approximately 6,270 square feet, with an occupant load of 330 people. He said the address at 1320 is the only portion that is included in the application; the rest of the buildings will retain the existing commercial zoning. He referred to the aerial of the property.

MILLER explained that the site plan is the determining factor and only the areas shown on the site plan as being the event center or nightclub will be permitted. He said they will have the applicant revise the map.

OMPAL CHAUHAN, 31 LAUREL said he owns residential property directly across from the site. He said one thing that is important in this country is you work hard and play by the rules. He said you don't try to con people into believing something you are not. He commented that they serve both food and alcohol at the location now, but when he checked, the applicant doesn't have a license for either. He said he was told people bring their own food and alcohol but he doesn't know if that is right. He said the neighbors don't know what the plan is because the applicant keeps shifting it like sand. He said in order for the Commission to approve the request they must have a concrete plan so everyone can discuss it and see the benefits for the

community. He asked what the capacity of the club was and based on that they can determine how many parking spaces are needed. He said if this is approved without a clear capacity he is afraid that the applicant's patrons will park on the street and block his tenants. He said the neighborhood desperately wants some type of family business in that space but they are not so desperate that they want a liquor store or a place that serves alcohol.

CHAUHAN said historically, if you look at the statistics, any place that serves alcohol there are shootings, prostitution and other violations that he doesn't want next to his tenants. He said if his tenants move out, he will be left with a lot of vacancies. He said the applicant almost convinced him it was a good idea, but after looking at the facts there is no truth in it. He asked why the applicant didn't open the nightclub in his own neighborhood. He said people who are low income also entitled to a good night's sleep and a safe place to raise a family. He said the applicant claims to have parking, but right now they are open on Friday and Saturday and half of the cars park on the street. He said when the neighbors asked if they can come see the club they were told, no it is a private club. He said the only benefit the neighborhood is getting from this is traffic and drunks running around the neighborhood and keeping people awake all night. He said if people want progress they have to play by rules and see other people's interest before your own. He said the neighborhood doesn't wish the applicant any ill will and wants him to run a business. He said; however, he wants to be able to run his business at the same time. He said the people who live in that neighborhood don't have a choice to move away so they will have to put up with this. He recommended that the Commission deny this request.

GOOLSBY commented that as far as the applicant serving alcohol at the site he knows that they had a licensed bartending service, like a caterer who has a liquor license, there this past Saturday night.

RICHARDSON asked for the addresses of the properties Mr. Chauhan owns.

CHAUHAN referenced several properties along Cleveland, New York and Mathewson.

TODD asked if the home along Cleveland with the code violation was one of Mr. Chauhan's houses.

CHAUHAN replied no.

TODD asked about bringing in a caterer to serve alcohol if the property is improperly zoned.

VANZANDT said he believes there is a provision for caterers to obtain liquor licenses to serve alcohol. He said he doesn't know if there is a provision that says you can't do that in certain zoning areas. He mentioned private parties at homes versus going to a certain location for a one time private party and said he doesn't have a specific answer.

DAILEY asked for clarification that even if the applicant agreed not to serve alcohol on Sunday, then a caterer could bring alcohol in to serve a private party.

MILLER said a ruling has been made, prior to when he was the Zoning Administrator that anytime you have alcohol, live entertainment and dancing that makes it a nightclub no matter who is supplying the alcohol.

ARMANDO _____, 215 SOUTH GREEN STREET said he represents the Seed House Casa Mia which is a local non-profit organization that he co-founded as well as the local art collective, Wichita Army of Artists. He said the applicant has let the organizations use the site for events. He said he understands that the space is for use by the community for family events and that this is not a nightclub even though regulations label it as such. He said the space is vital to the work of the Seed House and Army of Artists which is to engage unrepresented populations throughout the City particularly Latino immigrants and African Americans who have historically lived in the northeast neighborhood where this site is located. He said in their three (3) years of existence they have created 15 murals in the north end of the City. He said they will host the 2nd Annual Urban Arts Festival in October at Nomar Plaza which is a free event for all ages featuring local artists and vendors.

ARMANDO _____ commented that they are not able to do their work with youth in a lot of spaces because alcohol is served and that means you have to be 21 years old to enter. He said the space the applicant is requesting is ideal because they will be able to host all age events that include music and visual arts. He said the cultural community needs this space to continue to foster cultural events for community youth and all ages. He said they also plan to open the print shop to work and engage the community. He mentioned a garage sale they hosted at the location recently where they got to meet many of the neighbors who were thrilled to know that this corner could be a cultural center to continue to develop the neighborhood. He said the people they engage are not able to go to City Arts or the Wichita Center for the Arts. He concluded by encouraging everyone who lives in the neighborhood and on the Commission to go look at the inside of the space. He asked the Commission to give them the opportunity to continue to work with the community.

DAILEY clarified that the type of events they want to host, they don't want alcohol.

ARMANDO _____ said that is not what he is saying. He said they need a venue for all ages, particularly for musical festivals. He said right now the only options they have for music are bars which exclude youth 14-18 years of age which is a huge portion of people they work with.

DENNIS asked if this is rezoned to a nightclub, can people under 21 years old enter.

MILLER said he doesn't know the answer. He mentioned restaurants that sell more food than alcohol, but after a certain time they begin selling hard liquor so you have to be over 21 years of age to enter.

VANZANDT commented that anytime they are not serving food and serving alcohol at the site, then underage people would not be allowed into the establishment. He said no alcohol will be sold on Sunday's so all ages would be allowed into the venue at that time.

DENNIS clarified then Friday and Saturday after 4:00 p.m. no one under 21 can be at an event.

VANZANDT said locations being held out for special events would have to be zoned properly even if a caterer with a liquor license was dispensing alcohol at the location.

PASTOR JOHN RADIG, 956 NORTH MATHEWSON said he has lived in the neighborhood for the last 16 years. He said he does not believe the McAdams Neighborhood Revitalization Plan includes any type of nightclub in the neighborhood. He said the neighborhood association is also reaching out to neighborhood youth to give them life skills. He mentioned a motorcycle club located in the area that was also “skating around” the issues of alcohol sales, etc. He said this does not belong in the neighborhood. He mentioned driving by the location at 1:00 a.m. and said the parking lot was full and people were in what was the tee-shirt shop smoking a hookah.

CURTIS BREWER, 1407 and 1413 EAST CENTRAL said he was present to request that the Commission decline the liquor license. He said he has owned property in the area for 14 years and it has been his experience that nightclubs down there just do not work. He said very Monday morning he has to contend with broken liquor bottles, vomit and all kinds of trash. He said he likes the applicant and is okay with the family event center, but the bottom line is the applicant can't control where people park. He said the neighborhood has been through this before and mentioned a bar that was open across the street from this location. He mentioned property damage on his property because there is not enough parking in the area to sustain a nightclub. He said to enforce parking on his property he has to get up at 2:00 a.m. in the morning, document the Vehicle Identification Numbers and call the WPD. He said when the applicant approached him with a business plan to have an event center for children's birthday parties, etc. he signed on then the next thing he knows they need a liquor license. He said there is not much family stuff that goes along with the nightclub so that is when he removed his support. He requested that the Commission decline the liquor license part. He said as far as a birthday party venue is concerned, he doesn't have a problem with that. He said the challenge is no one can control what goes on in parking the lot.

RAYMOND SHELLMAN, 624 NORTH CLEVELAND said he wanted to speak to some of the general issues he sees living in the neighborhood. He said the local beat officer sent him some statistics on crime and bars, especially when there is more than one bar in an area. He mentioned a liquor retailer and several bars within a short distance of this location at Old Town. He said increased crime and violent crime depreciates property values. He mentioned that he owned two (2) homes in the area and has four (4) children. He said there is an on-going parking problem and mentioned that one of the event center's patrons got hit by a vehicle and injured not too long ago. He said patrons from the event center are parking on his property and he has had to call the WPD out several times. He said he does not feel like the applicant is managing his property responsibly. In addition, he said it is questionable whether the applicant is currently complying with some of the items he has conceded to. He said the club currently shuts down anywhere from 12:00 a.m. to 2:00 a.m. He said every Sunday morning there is litter and debris, alcohol cans and boxes all over the parking lot. He said generally someone shows up sometime Sunday to clean that up, but that shows him the applicant is not able to properly manage or control that. In addition, he said there is very little illumination and no signs on the lot. He said there have been 12 homicides in a three (3) block area of this site since 1989 to date. He said four (4) of those were on club properties. He said the area does not have a good history with clubs. He said making revenue is fine but hopefully they don't have to decrease property values and increase crime to do that.

WARREN reminded the audience that although the Commission wants to hear from anyone who has a concern, he requested speakers not repeat the same issues over and over again.

JANET RADIG, 1510 EAST 9TH STREET, PRESIDENT, MCADAMS NEIGHBORHOOD ASSOCIATION said McAdams is looking forward to doing great things for the youth in the area. He said the Second Chance Program they are starting is staffed by retired teachers. She said they are helping youth 15-25 years old with life skills, job preparation and money management. She also mentioned a new community garden going in at 9th and Mathewson. She said the neighborhood needs grocery stores, convenience shops, coffee shops and things of that nature, not nightclubs. She said sometimes it's the right thing to say no, and she urged the Commission to say no to the nightclub today.

An audience member who spoke previously asked to come back to the podium.

VANZANDT explained that it is City Policy that each speaker gets five (5) minutes to speak with no additional time, unless it is granted at the time you are speaking. He said you can't come back and speak again after you have left the podium.

KNOPP commented that the situation on the property improves with the granting of the conditional use permit. He said they will not be operating in this grey area of BYOB, catered business, etc. He said they need to have the correct zoning to apply for the liquor license. He said once you get a liquor license, you consent to have City WPD walk into the establishment at any moment. He said once the conditional use permit is granted the City WPD can monitor the situation. He said if the permit is granted, alcohol will be dispensed inside the location and that way the applicant can have better control of alcohol consumption and activities of people. He said it is a pity that people park on private property, but you can park on public streets, it is a permitted use. He referred to the additional conditions the applicant attached. He said this is an event center and they would like to have the permit granted.

DENNIS asked the agent to respond to some of the comments about the trash, liquor bottles and cans, etc. He said if the applicant is not serving alcohol right now where is all that coming from.

KNOPP said evidence is that it is being brought onto the property by event participants.

DENNIS mentioned the demonstrated track record at the location. He asked how does the Commission know it will be any better in the future if the permit is granted. He added that if this event center wants a family-type environment and to cater to people under 21, do they truly need alcohol.

KNOPP replied that if the alcohol is dispensed by the owners of the venue, it can't be carried outside the premises. He asked if people bring alcohol into a venue; how do you keep them from carrying it out. He said once the venue has a liquor license, there are a whole bunch of rules and regulations that apply. He said there is a regulatory scheme to insure compliance and consequences for non-compliance. He said this will make this venue a clean, safe, family environment which is what the City and neighbors are concerned about.

KNOPP said he was not Catholic but he has been to many weddings where alcohol is an important part of the celebration. He said alcohol is sometimes a material part of some family celebrations and what people want when they are looking for a venue. He said the Army of Artists and Seed House Casa Mia are looking for a venue where youth can perform and parents and under age friends can come and listen. He asked what Old Town Club is going to let their place be taken over by people who can't drink.

DAILEY commented that there was nothing in the conditions about when patrons left the parking lot.

KNOPP said once the center is closed for business, he doesn't know of anyone who wants people to linger in the parking lot.

MILLER STEVENS requested clarification that the nightclub designation is only needed for what the applicant proposes on Friday and Saturday nights. Otherwise they could just have a restaurant with a liquor license. She said she is still struggling with the nightclub designation.

MILLER clarified that if there is alcohol, dancing and/or live entertainment that is by definition is a nightclub. He said there are three (3) levels: A Drinking Establishment Restaurant (DER) like Applebee's where they sell more food than alcohol. He said the applicant can operate in this location doing that, which he believes is what they are proposing up to 4:00 p.m. He said once they quite selling food and are selling alcohol with no entertainment or dancing, then it becomes a tavern. He said because there is residential zoning within 300 feet, the tavern has the same zoning requirement as a nightclub. Once entertainment or dancing is added, that makes it a nightclub. Since that is the most intense activity the applicant is going to have, that is why the nightclub designation is needed.

MILLER STEVENS asked about having alcohol, dancing and entertainment and people under age 21.

MILLER said he does not know if they can do that, or if that is a legal activity. He said that is a Code Enforcement issue.

LONGNECKER said alcohol can be served Monday through Saturday as part of the event center. He mentioned the Operation Plan that was received after the agenda mail out which indicates the only day alcohol will not be served is Sunday.

RAMSEY stated that the first time he heard this he was a little confused. He said when he hears the term event center or community center he is thinking about something like Venue 21 where you hire a caterer to bring in alcohol. He said patrons bringing in alcohol themselves is something different but he thought they were talking about a nightclub because they are mixing the uses. He said what they are truly talking about here is a nightclub, not an event center, even though they are trying to use it as one. He said he did not understand that the applicant was going to be selling alcohol on the premises. He said he also appreciated the input from the adjacent business owner about what he is experiencing now or in the past. He said he is inclined to decline the application at this time.

DENNIS said he agreed with Commissioner Ramsey and said when he heard this case before he voted in favor of it. However, the more information he has received this is not an event center like they were led to believe. He said he appreciates the people who came forward to speak today.

MOTION: To deny the application.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (12-1).

WARREN – No.



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: CON 2015-00015 Conditional Use to allow a nightclub within 300 feet of a residential zoning district
DATE: July 7, 2015

On Monday, July 6, the District I Advisory Board considered a request for a Conditional Use to allow a nightclub within 300 feet of a residential zoning district generally located west of Hydraulic Avenue, between Indiana and Cleveland Avenues on the north side of Central Avenue

A number of neighborhood residents attended the meeting to express concerns which included:

- Lack of adequate parking
- Increased traffic in the residential area
- Speeding
- Unattended children
- Loud noise
- Trash
- Drunk individuals wandering the neighborhood
- Bad experience with other neighborhood nightclubs including two homicides
- One person has already been struck by a vehicle at this location

DAB members had similar concerns and additionally:

- Even if this owner has good intentions, he could sell to anyone at any time and the Conditional Use would still be valid
- Would the applicant consider a time limit such as midnight?

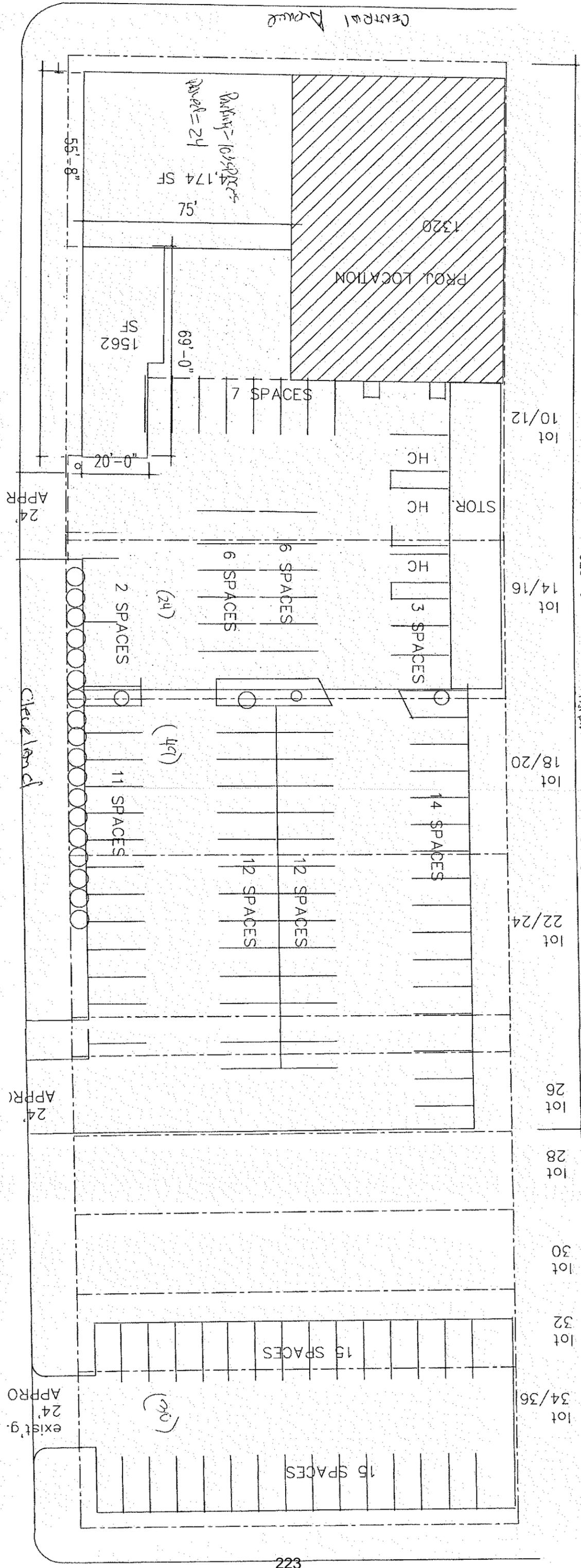
Action Taken: Wilson/Wynne made a motion to recommend denial of the Conditional Use request. Motion carried 6-3.

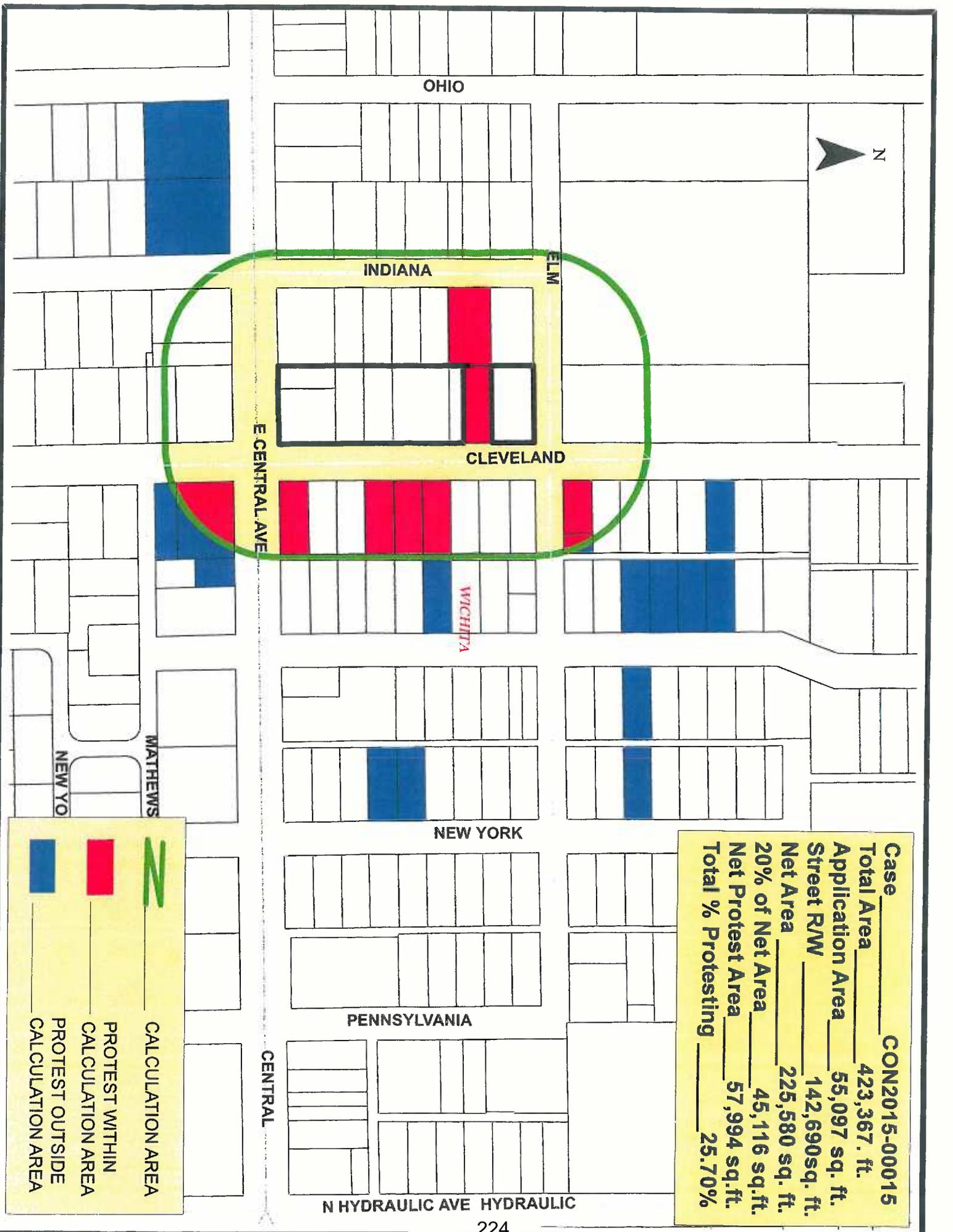
Sandy Roberts
SCALE 1/4" = 20'-0"

325'-0"

Partia.

CON 2015-15





Case	CON2015-00015
Total Area	423,367. ft.
Application Area	55,097 sq. ft.
Street RW	142,690sq. ft.
Net Area	225,580 sq. ft.
20% of Net Area	45,116 sq.ft.
Net Protest Area	57,994 sq.ft.
Total % Protesting	25.70%

 CALCULATION AREA
 PROTEST WITHIN CALCULATION AREA
 PROTEST OUTSIDE CALCULATION AREA

Exhibit B

**BUSINESS PLAN AND JUSTIFICATION
FOR CONDITIONAL USE PERMIT OF
ARMANDO MICHEL
FOR OPERATION OF NIGHTCLUB AT 1320 EAST CENTRAL AVENUE
WITHIN 200 FEET OF RESIDENTIAL ZONE
BY EL VAQUERO FAMILY & FRIENDS, LLC**

The Applicant, Armando Michel, intends to lease the subject property to El Vaquero Family & Friends, LLC ("El Vaquero"). El Vaquero means "The Cowboy." El Vaquero is a business venture of Juana Gillis, Jorge Rojas, and Armando Michel. The building is located at 1320 E. Central Avenue. The Applicant owns an existing event center, dance hall, and banquet space in 1320 E Central Ave. Also located on the subject property, *but not a part of the application*, are the following separate premises:

1322 E Central Ave.
1324 E Central Ave.
1326 E Central Ave.
509 N Cleveland Ave.
511 N Cleveland Ave

These premises are configured for small commercial users and will not be part of the night club use covered by this conditional use permit.

1320 E Central Ave is configured as an event center, banquet hall, or dance hall, currently without food or alcohol. El Vaquero will commence full service night club and banquet services in stages. In the first phase, the building will be used as an event center for birthdays, graduation parties, weddings, Quinceañeras and community events. The building already has hosted an art exhibition by *ICT Army of Artists*. The group recently held an art exhibition in the building that was both well-attended and well-received. The building will offer live or DJ music for private events and is intended to be a family-friendly place.

Initially, the kitchen will not be open, but food can be catered or brought into the facility. Similarly, initially alcohol will not be provided by the proprietors.

When the business is fully operational, perhaps by Summer 2015, the business will offer a Mexican buffet during daytime hours Monday through Friday from 11:00 O'clock a.m. to 2:30 p.m., and Saturday 11:00 O'clock a.m. to 3:00 O'clock p.m. In the evenings, the facility will remain available for special events reserved by others and for special events hosted by El Vaquero, such as live dance music or an art shows of ICT Army of Artists. The center also may host weekend musical performances.

Previously, a request was made for night club use in Case no. 2004-00042. The application was not fully developed, created concerns among the neighbors, and was denied Times have changed. The

EX B

Old Town and Mid-Town areas have become a vibrant and valued part of the community. The North Market ("NoMar") district surrounding 21st and Market has brought additional Hispanic culture, identity and interest to the area. A small event center and night club serving the area is a valued addition to East Central Avenue. The Applicant has made great efforts to explain his plans and to enlist community support. Submitted with the Application are numerous Requests to Support Improvements on 1320 E. Central, signed by neighbors, patrons, and customers in the vicinity. Many of these neighbors previously were *opponents* of the prior conditional use permit, but now *support* the plans of the Applicant. The Applicant has gone to great length to reach out to the community, to explain his plans, to satisfy the community as to Applicant's plans and commitments, and to generate support for revitalizing this building.

An event center such as is planned by Applicant would contribute to the revitalization of the East Central Ave. corridor and provide a community resource for the Midtown and NoMar districts of Wichita.

Planning staff previously has noted that surrounding housing has been deteriorating and could be converted to commercial or industrial uses in the future. However, the proposed use also may provide a needed community service, employment opportunities, and reinvestment and revitalization for the neighborhood, thereby supporting and even enhancing property values both for housing and commercial uses. Because the Applicant is providing abundant on-site parking, and auxiliary parking, neighbors appear convinced there will be no detrimental impacts on the neighborhood from the use. Furthermore, because the intended use is for special events with a family focus, in-filling unused weekend dates with traditional dance hall (nightclub) and special events, there should be no deleterious impact from granting the night club permit.

In addition to the subject property, Applicant has contracted to purchase the following property:

Lot 26, 32, 34 and 36 on Cleveland, Corwin's Addition, Wichita,
Sedgwick County, Kansas

commonly known as 529 and 535 N. Cleveland, Wichita, Kansas.;

and

Lots 16, 17, 18 & 19 Shirks Addition, Wichita, Sedgwick County,
Kansas,

located at the southeast corner of Elm and Cleveland.

These properties are located on the Southwest and Southeast corners of Cleveland Avenue and Elm Street and will be available for use as auxiliary parking, thereby eliminating adverse effects of on-street

Ex B

parking extending into surrounding neighborhood.

Furthermore, Applicant is negotiating to purchase the last remaining lots on the west side of Cleveland between Central Avenue and Elm Street:

Lots 28 and 30 on Cleveland, Corwin Addition, Wichita, Sedgwick County, Kansas.

commonly known as 533 N. Cleveland Avenue, Wichita, Kansas;

If successful, Applicant will have available for future auxiliary parking use all of the land lying between Elm Street and Central Avenue on the West side of Cleveland Avenue, plus land on the Southeast corner of Cleveland Avenue and Elm Street.

Applicant has invested heavily in avoiding and mitigating adverse impacts on the community, and in cultivating support for Applicant's plans for the subject property.

Attached are a proposed parking plan by Sandy Roberts, architect, configured to provide 85 parking spaces on the subject property.

Also attached is a Site Plan prepared by Armstrong Land Surveying. It incorrectly shows parking on Lot 26, on Cleveland, Corwin's Addition as part of the parking plan, while the subject property does not include Lot 26. While Lot 26 and Lots 32, 34, & 36, on Cleveland, Corwin's Addition, are available for auxiliary parking, they are *NOT* initially included in the application for Conditional Use Permit.

Applicant reserves a decision on the configuration of parking until occupancy load for the building is established.

**ATTACHMENTS
TO
BUSINESS PLAN OF EL VAQUERO FRIENDS & FAMILY, LLC**

1. Ownership List
2. Parking Plan of Sandy Roberts, Architect
3. Site Plan of Armstrong Land Survey, P.A.
4. Requests to Support Improvements on 1320 E. Central, 67214
Dated March 23, 2015, signed by:
 - a. Donald Barnes, Tenant at 516 N. Cleveland;
 - ~~★~~ b. Curtis Brewer, Owner, World Wide Transmissions 1407 E. Central;
 - c. Luis Castaneda, Owner Tacos don Pepe, 1475 E. Central;
 - d. Matthew Clagg, Owner, Rojidae Productions and Media/ICT Festival - Organizer, 427 N. Oliver;
 - e. Amy Curiel, Manager C. Centauro, 1423 E. Central;
 - f. Leah Dannar-Garcia, Owner, The Nib: Freelance Technical Writing & Editing, 15615 E. 21st;
 - g. Laura Y. Dungan, Owner, Creative Change Consulting, 1440 Park Place;
 - h. Harry Funke, President, Morgan-Bulleigh, Inc. Upholstery, 1305 E. Central;
 - i. Thurman Jacques, TJ Detail Shop, 614 N. Cleveland;
 - j. Jennifer Loveland, Manager, KCNR, LLC, (Kansas Construction News Report) 230 S. Laura, Ste. 101;
 - ~~★~~ k. Curtiss Marlowe, Senior Pastor, Immanuel House of Faith, 542 N. Indiana;
 - l. Armando Minjarez, Co-Founder, Resident Artist, ICT Army of Artists/The Seed House-La Casa de la Semilla, 1407 N. Topeka;
 - m. Veronica Miranda, Director, North and Urban Arts Festival, 1104 W. 13th
 - ~~★~~ ~~★~~ n. Billingsley Motor Company, LLC, 1406 E. Central
 - o. Bernestine Williams, Founder, Community Sewing Connection, 222 E. 14th N.
 - p. Bertha C. Zhao, Owner, Lara's Bookkeeping, 3042 N. Hood Ave.

~~★~~ = Listed on ownership/notification list
for property owners within 350-Ft
of subject property

~~★~~ ~~★~~ → Withdrew support & are now protesting
the CON request

**REQUEST TO SUPPORT IMPROVEMENTS ON
1320 E. CENTRAL WICHITA, KS 67214**

3/23/2015

I, Armando Michel the owner of the commercial building located on the northwest corner of intersection of street Central and Cleveland, Wichita, KS would like to have your point of view on the Improvements I have done on the northwest corner of Central and Cleveland Street since the 2010.

Address: 509 Cleveland St. Wichita, KS 67214. Replace broken glasses, repair canopy, painted. Clean.

Address: 511 Cleveland St. Wichita, KS 67214. Replace broken glasses, repair canopy, painted. Clean.

Address: 1326 E Central Ave. Wichita, KS 67214. Replace broken glasses, repair interior and prepare

business to do screen printing on T-Shirts

Maintain Clean.

Address: 1324 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1322 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1320 E Central Ave. Wichita, KS 67214 Paint and repair interior of building.

The parking lot on the building has been cleaned, trash, removed and parking lines repainted.

The Concrete behind the building removed and new installed. Concrete installed on walkway where dirt and grass use to be.

In general, the building look has improved and gives a better look for the people doing business, passing by and living around the area.

On 2010, when I bought the building I had in mind to fix it and rent for new businesses to come to work on this area, but enough money to fix it has not been available to do it.

I am looking for your support and signature to be presented to the City of Wichita to have the approval to re-start the initial business that used to be on 1320 E. Central, Wichita, KS 67214

The sign shows: Selah, Restaurant and Family Entertainment.

Why is it important and critical for the area:

1. Will improve the quality of the businesses and neighbors around the area.
2. Will generate jobs.
3. Will generate businesses that will bring taxes to City of Wichita, KS
4. It is located on a critical street and thousands of people pass that street on a daily basis. Improvements or damage are very visible to general public.
5. More people who work in Down Town will have access to a Mexican Restaurant during lunch rush hour.
6. A lot of building in Wichita area is being remodeled at this time and this one will support that growth and path to have a better Wichita Downtown look.
7. Will give a better experience to City of Wichita visitors.
8. Wichita does not have enough event centers for family parties like weddings, graduations, anniversaries, people need to reserve one year ahead, in most cases.

The plan is to:

1.- Open a Mexican Buffet Restaurant during weekdays. It used to be a restaurant, since all the installation and layout for the kitchen is there, a buffet will make more sense because of the population and activities happening during the weekdays. Most people are business men and permission to serve liquor will bring a more attractive restaurant to enjoy and discuss business during lunch hours.

2.- During the weekend, use the place as an event center for family parties like weddings, graduations, anniversaries, graduations, company celebrations where people can bring their own food or we can prepare and serve. We are requesting to have the license to serve liquor on a very, very controlled manner, since the events we are planning to bring are the ones that improve the family and community values:

1.- For families: Weddings, Anniversaries, Graduations, Baptism celebrations, Baby Shower,
XV years Anniversaries, very common on Hispanic culture.

2.- For Businesses: Company events, celebrations.

3.- For Culture Grow in Wichita: Art and Music

Provide a place to show and promote Art and Music. We support the group:
ICT Army of Artist, they use Nomar last year, and would like to use El Vaquero
Family and Friends this year.

Do you support the improvements presented and planned on this letter:

Name: Luis Barron Luis Barron

Business Name: _____

Title: _____

Address: 1058 N Mathews St

Signature: Luis Barron

I really appreciate your support, because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

EX A

REQUEST TO SUPPORT IMPROVEMENTS ON

1320 E. CENTRAL WICHITA, KS 67214

3/23/2015

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Maintain Clean.

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EX A

I am looking for your support and signature to be presented to the City of Wichita to have the approval to re-start the initial business that used to be on 1320 E. Central. Wichita, KS 6721

The sign shows: Selah, Restaurant and Family Entertainment.

Why is it important and critical for the area:

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EX A

1.- For families: Weddings, Anniversaries, Graduations, Baptism celebrations, Baby Shower,
XV years Anniversaries, very common on Hispanic culture.

2.- For Businesses: Company events, celebrations.

3.- For Culture Grow in Wichita: Art and Music

Provide a place to show and promote Art and Music. We support the group:
ICT Army of Artist. they use Nomar last year, and would like to use El Vaquero
Family and Friends this year.

Do you support the improvements presented and planned on this letter:

Name: Curtis Marlowe

Business Name: Immanuel House of Faith

Title: Senior Pastor

Address: 542 N Indiana St Wichita KS 67214

Signature: Curtis Marlowe

I really appreciate your support, because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

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Family and Friends this year.

Do you support the improvements presented and planned on this letter:

Name: Donald Barnes

Business Name: _____

Title: Partner at home

Address: 516 N Cleaveland #A

Signature: Donald Barnes

Partner

I really appreciate your support, because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

1320 E. CENTRAL WICHITA, KS 67214

3/23/2015

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Family and Friends this year.

Do you support the improvements presented and planned on this letter

Name: Luis Castañeda

Business Name: Tacos Don Pepe

Title: Owner

Address: 1425 E Central

Signature: 

I really appreciate your support. Because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

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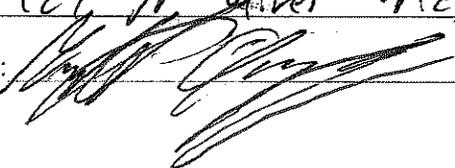
Do you support the improvements presented and planned on this letter

Name: Matthew Clagg

Business Name: Rajidse Productions/ICT Fest - Organizer

Title: Owner

Address: 427 N Oliver Wichita, KS 67208

Signature: 

I really appreciate your support. Because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

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Family and Friends this year.

Do you support the improvements presented and planned on this letter

Name: Amy Curiel

Business Name: C. Centauro

Title: Manager

Address: 1423 E Central Wichita KS 67214

Signature: Amy S Curiel

I really appreciate your support. Because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

1320 E. CENTRAL WICHITA, KS 67214

3/23/2015

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Do you support the improvements presented and planned on this letter

Name: Leah Danner-Garcia

Business Name: The Nib: Freelance Technical Writing & Editing

Title: Owner

Address: 15615 E. 21st St. N., Wichita, KS 67230

Signature: Leah Danner-Garcia

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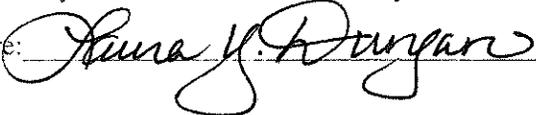
Do you support the improvements presented and planned on this letter

Name: LAURA Y. DUNGAN

Business Name: CREATIVE CHANGE CONSULTING

Title: OWNER

Address: 1440 Park Place, Wichita, KS. 67214

Signature: 

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Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

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Do you support the improvements presented and planned on this letter

Name: Harry Funke

Business Name: Morgan-Belleigh, Inc.

Title: President

Address: 1305 E. Central

Signature: Harry Funke

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Armando Michel

Cellular: 316-617-5812

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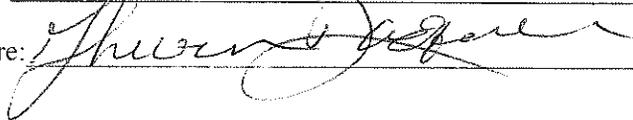
Do you support the improvements presented and planned on this letter:

Name: THURMAN JACQUES

Business Name: T-J DETAIL SHOP

Title: DETAILING ON CAR & TRUCK

Address: 614 N CLEVELAND

Signature: 

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Armando Michel

Cellular: 316-617-5812

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Do you support the improvements presented and planned on this letter

Name: Jennifer Loveland

Business Name: KCNB, LLC

Title: Manager

Address: 230 S Laura, Suite 101

Signature: Jennifer Loveland,

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Armando Michel

Cellular: 316-617-5812

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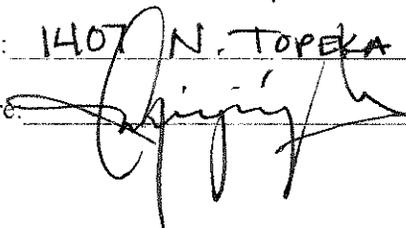
Do you support the improvements presented and planned on this letter

Name: ARMANDO MINJAREZ

Business Name: ICT ARMY OF ARTISTS / THE SEED HOUSE - LA GEN DE LA SEMILLA

Title: CO-FOUNDER, RESIDENT ARTIST

Address: 1407 N. TOPEKA

Signature: 

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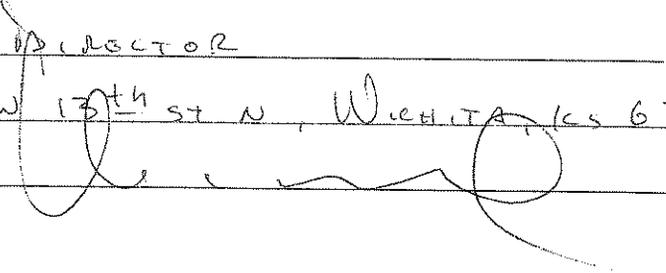
Do you support the improvements presented and planned on this letter

Name: VERONICA MIRANDA

Business Name: NORTH AND URBAN ARTS FESTIVAL

Title: DIRECTOR

Address: 1104 W 13TH ST N, WICHITA, KS 67203

Signature: 

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Maintain Clean.

Address: 1324 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1322 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1320 E Central Ave. Wichita, KS 67214 Paint and repair interior of building.

The parking lot on the building has been cleaned, trash, removed and parking lines repainted.

The Concrete behind the building removed and new installed. Concrete installed on walkway where dirt and grass use to be.

In general, the building look has improved and give a better look for the people doing business, passing by and living around the area.

On 2010, when I bought the building I had in mind to fix it and rent for new businesses to come to work on this area, but enough money to fix it has not been available to do it.

I am looking for your support and signature to be presented to the City of Wichita to have the approval to re-start the initial business that used to be on 1320 E. Central, Wichita, KS 67214

The sign shows: Selah, Restaurant and Family Entertainment.

Why is it important and critical for the area:

1. Will Improve the quality of the businesses and Neighbors around the area.
2. Will generate Jobs.
3. Will generate businesses that will bring taxes to City of Wichita, KS
4. It is located on a critical street and thousands of people pass that street on a daily Basis. Improvements or damage are very visible to general public.
5. More people who work in Down Town will have access to a Mexican Restaurant during lunch rush hour.
6. A lot of building in Wichita area being remodeled at this time and this one will support that growth and path to have a better Wichita Downtown look.
7. Will give a better experience to City of Wichita Visitors.
8. Wichita does not have enough event centers for Family parties like Weddings, Graduations, Anniversaries, people need to reserve one year ahead, in most cases.

The plan is to:

1.- Open a Mexican Buffet Restaurant during weekdays. It used to be a restaurant, since all the installation and layout for the kitchen is there, a buffet will make more sense because of the population and activities happening during the weekdays. Most people are business men and permission to serve liquor will bring a more attractive restaurant to enjoy and discuss business during lunch hours.

2.- During the weekend, use the place as an event center for Family parties like Weddings, Graduations, Anniversaries, Graduations, Company celebrations where people can bring their own food or we can prepare and serve. We are requesting to have the license to serve liquor on a very, very controlled manner, since the events we are planning to bring are the ones that improve the Family and Community values:

1.- For families: Weddings, Anniversaries, Graduations, Baptism celebrations, Baby Shower,
XV years Anniversaries, very common on Hispanic culture.

2.- For Businesses: Company events, celebrations.

3.- For Culture Grow in Wichita: Art and Music

Provide a place to show and promote Art and Music. We support the group:

ICT Army of Artist, they use Nomar last year, and would like to use El Vaquero

Family and Friends this year.

Do you support the improvements presented and planned on this letter

Name: Bernestine Williams

Business Name: Community Sewing Connection

Title: Founder

Address: 222 E. 14th N.

Signature: Bernestine Williams

I really appreciate your support. Because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

REQUEST TO SUPPORT IMPROVEMENTS ON

1320 E. CENTRAL WICHITA, KS 67214

3/23/2015

I, Armando Michel the owner of commercial building located on the northwest corner of intersection of street Central and Cleveland, Wichita, KS would like to have your point of view on the Improvements I have done on the northwest corner of Central and Cleveland Street since the 2010.

Address: 509 Cleveland St. Wichita, KS 67214. Replace broken glasses, repair canopy, painted. Clean.

Address: 511 Cleveland St. Wichita, KS 67214. Replace broken glasses, repair canopy, painted. Clean.

Address: 1326 E Central Ave. Wichita, KS 67214. Replace broken glasses, repair interior and prepare

business to do screen printing on T-Shirts

Maintain Clean.

Address: 1324 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1322 E Central Ave. Wichita, KS 67214 Replace broken glasses, painted. Maintain Clean.

Address: 1320 E Central Ave. Wichita, KS 67214 Paint and repair interior of building.

The parking lot on the building has been cleaned, trash, removed and parking lines repainted.

The Concrete behind the building removed and new installed. Concrete installed on walkway where dirt and grass use to be.

In general, the building look has improved and give a better look for the people doing business, passing by and living around the area.

On 2010, when I bought the building I had in mind to fix it and rent for new businesses to come to work on this area, but enough money to fix it has not been available to do it.

I am looking for your support and signature to be presented to the City of Wichita to have the approval to re-start the initial business that used to be on 1320 E. Central. Wichita, KS 67214

The sign shows: Selah, Restaurant and Family Entertainment.

Why is it important and critical for the area:

1. Will improve the quality of the businesses and neighbors around the area.
2. Will generate jobs.
3. Will generate businesses that will bring taxes to City of Wichita, KS
4. It is located on a critical street and thousands of people pass that street on a daily basis. Improvements or damage are very visible to general public.
5. More people who work in Down Town will have access to a Mexican Restaurant during lunch rush hour.
6. A lot of building in Wichita area being remodeled at this time and this one will support that growth and path to have a better Wichita Downtown look.
7. Will give a better experience to City of Wichita visitors.
8. Wichita does not have enough event centers for family parties like Weddings, Graduations, Anniversaries, people need to reserve one year ahead, in most cases.

The plan is to:

- 1.- Open a Mexican Buffet Restaurant during weekdays. It used to be a restaurant, since all the installation and layout for the kitchen is there, a buffet will make more sense because of the population and activities happening during the weekdays. Most people are business men and permission to serve liquor will bring a more attractive restaurant to enjoy and discuss business during lunch hours.
- 2.- During the weekend, use the place as an event center for family parties like Weddings, Graduations, Anniversaries, Graduations, Company celebrations where people can bring their own food or we can prepare and serve. We are requesting to have the license to serve liquor on a very, very controlled manner, since the events we are planning to bring are the ones that improve the family and community values:

1.- For families: Weddings, Anniversaries, Graduations, Baptism celebrations, Baby Shower,
XV years Anniversaries, very common on Hispanic culture.

2.- For Businesses: Company events, celebrations.

3.- For Culture Grow in Wichita: Art and Music

Provide a place to show and promote Art and Music. We support the group:

ICT Army of Artist, they use Nomar last year, and would like to use El Vaquero

Family and Friends this year.

Do you support the improvements presented and planned on this letter

Name: BERTHA G. ZHAO

Business Name: LARA'S BOOKEEPING.

Title: OWNER. (316) 494-1412

Address: 3042 N. Hood Ave. Wichita, KS 67201.

Signature: BERTHA G. ZHAO

I really appreciate your support. Because together we can build a better business area in Cleveland /
Central area. Wichita, KS

Armando Michel

Cellular: 316-617-5812

Owner

CITY COUNCIL MEETING AUGUST 11, 2015
EXCERPT MINUTES

1. [CON2015-00015 - City Conditional Use Request for a Nightclub on LI Limited Industrial Zoned Property Generally Located West of Hydraulic Avenue, between Indiana and Cleveland Avenues on the North Side of Central Avenue. \(District I\)](#)

Attachment: [Agenda Report No. V-1](#)

Attachment: [Resolution No 15-233](#)

Attachment: [CON2015-15 DAB I memo](#)

Attachment: [CON2015-00015 Protest Map](#)

Attachment: [CON2015-00015 Site Drawing](#)

Attachment: [CON2015-00015 7-9-15 MAPC MIN EXCERPT](#)

Dale Miller Planning Department reviewed the item.

Vice Mayor Clendenin asked staff if there is anything operating there now.

Dale Miller Planning Department stated it is his understanding that he has been operating as a type of a venue where people can bring in food and meet, which is what has created the need for the conditional use.

Vice Mayor Clendenin asked if he is currently selling cereal malt beverages.

Dale Miller Planning Department stated not that he is aware of.

Vice Mayor Clendenin asked if it is legal for him to do that now.

Dale Miller Planning Department stated he could legally as he is currently zoned, run a drinking establishment restaurant (DER), where this is more food sold than there is alcohol but if they had to reverse, then he would need a conditional use either for a drinking establishment tavern, or with the service of alcohol, dancing, or live entertainment, it would move him up to a nightclub category, which he would need a conditional use for. Stated he is requesting this particular conditional use because that would give him the most options.

Vice Mayor Clendenin stated his options are open right now but does he have a plan?

Dale Miller Planning Department stated the testimony at the Planning Commission is that the building is open and that people bring potluck and they share the food and operate like an event center. Stated based on the testimony the neighbors are saying they have had issues with drunk people in their yards, increased traffic, and some of the things that might occur with a nightclub.

Vice Mayor Clendenin asked if there was testimony about activity currently going on at the property.

Dale Miller Planning Department stated specifically at District I, the summary was a lack of adequate parking, increased traffic in residential areas, speeding, unattended children, loud noise, trash, and drunk individuals wondering the neighborhood.

Council Member Blubaugh asked staff if he reported that this was denied by the district advisory board.

Dale Miller Planning Department stated yes.

Council Member Blubaugh asked about the number of parking spaces.

Dale Miller Planning Department stated the staff report indicates their plan shows 103 parking spaces but when staff went to the site, they found 24 paved spaces.

Council Member Blubaugh asked what the approximate capacity is.

Dale Miller Planning Department stated that is a little vague because it depends on the fire code and how many people they were actually setting up to account for. Stated the parking requirement varies if they operate as a nightclub, it is one to two occupants, if they operate as a restaurant it is one to three. Stated if approved, the Fire Department building staff would have to meet with the applicant to determine what his occupancy level is and then determine the parking based on his actual activity.

Council Member Blubaugh asked if we are assuming that it is going to be at least 100 people.

Dale Miller Planning Department stated that is what they have submitted with their site plan.

Mayor Longwell asked staff to go back to the protest area slide and asked if they were talking about expanding parking because when he looked at an aerial it appeared to him that everything north of this building was empty field, which is part of the parking they were talking about. Stated there is one rectangle piece of protest in-between and that is an empty field.

Dale Miller Planning Department stated yes it is a grass field and is his understanding that the property owner immediately to the west of that tract owns both the tracts to the west and the area that is not included in the application area. Stated for the protest to count they verified that they owned it.

Mayor Longwell stated the property to the west is not part of the protest petition.

Council Member Meitzner stated this project started out as an event center?

Dale Miller Planning Department stated he understands that it has been functioning as an event center where the space was offered up for people to use and if you are within 200 feet,

which they have residential zoning to the east, you also need a conditional use for that and that is why they are going for a nightclub in the City because that will give them the widest range of choice if it is approved.

Council Member Meitzner stated if it is not approved can they still do what they are doing today?

Dale Miller Planning Department stated not legally, they would have to operate as a drinking establishment restaurant where they sell more food than they do alcohol and would have to operate like a restaurant but not be a space that is just available for rent on an as needed basis.

Council Member Meitzner asked if MAPC or anyone else come back and to we need screening to protect the property and screening it from the neighbors.

Dale Miller Planning Department stated to the west they will be required to put up fencing and standard landscaping and screening and to the east they are required to do landscaping but not required to do fencing.

Council Member Meitzner stated he is struggling with approving it and not approving it without the applicant knowing the seriousness of the concerns of the Planning Commission and neighbors. Stated he would like to see if they could go back to the MAPC.

Council Member Williams stated as the DAB was listening to the applicant and his lawyer, the DAB did ask about different hours and there was a straight denial about changing the hours. Stated when it came before the MAPC and the same question was asked, then the hours were submitted for shorter hours. Stated the DAB did try and work with them. Stated she appreciates the things that the applicant has done to improve the surroundings of the building and appreciates the business that is going in and all that they are doing and would like to consider that as an event center but you are looking at a community that is already suffered at least two deaths due to nightclub ordinances. Stated we had a total of three deaths in 2014 pertaining to nightclub activity and have three deaths already in 2015. Stated she understands we are looking at parking but also gave the Council a picture which showed the bare property and tried to show the Council how it abuts to the back fence of the three residents on Indiana. Stated there has been no talk of how we buffer that situation and on the corner there is a church that sits within that 300 yard description. Stated she realizes this neighborhood is not completely filled in with residents but that is because this is one of the oldest neighborhoods in the City with many senior citizens who are concerned about the parking because we just shut down a club right across the street. Stated these issues are very concerning to her because all of our neighborhoods matter. Stated the applicant's information was too vague for her with too many unknowns in the site plan and does not know why we do not have an occupancy number and the parking is to be determined. Stated she needs specifics as to what is going to happen and what is going on. Stated she wished that the applicant had tried harder to talk to the neighborhood or to the DAB rather than just tell them no that they are not willing to look at an hour comprise. Stated as she looks at all of these things, she has to deny this project because it is within 300 feet of a residential area; there are homes across the street that abut the nightclub parking area; and we

know that a high percentage of our problems in nightclubs occur outside as did the killing at 9th Street and Cleveland.

Lavonta Williams moved to deny the conditional use request because of her findings and override the MAPC's recommendation.
Motion failed to

Council Member Meitzner stated he is still not clear enough to vote either way on this and would like to make a substitute motion to return this conditional use back to the MAPC for reconsideration.

Pete Meitzner moved to return this conditional use back to the MAPC for reconsideration.
Motion carried 4 to 3 (Nay: James Clendenin, Lavonta Williams, Janet Miller).

Council Member Williams stated she would ask that the Council take into consideration the neighbors that are present and the neighborhood association.

Wichita, Kansas
October 19, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated October 12, 2015, were read and on motion approved.

Bids were opened October 16, 2015, pursuant to advertisements published on:

Douglas Avenue Bridge Replacement (Douglas Avenue, East Branch Gypsum Creek) 87N-0611-01/472-85119 (715731)

Defer 1 week pending KDOT approval

Cranbrook, Cranbrook Court Brentwood South Addition 472-85218 (766339)

Kansas Paving Company \$270,110.70

27th and Hillside Traffic Signals (27th and Hillside) 472-85073 (707074/707043)

Phillips Southern Electric Co. Inc. \$152,593.00

Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION: Century II Convention Ctr Railing Replace.

Heartstone Inc. \$97,730.00

PUBLIC WORKS FLEET & FACILITIES: Landfill Equip Compactor, Dozer & Loader.

Defer to 11/16/2015

**PUBLIC WORKS & UTILITIES DEPARTMENT/ PRODUCTION & PUMPING DIVISION:
Replace Actuators at ASR.**

Mead O' Brien Inc. *\$180,480.00

*Purchasing utilizing Sole Source of Supply Ordinance No. 35-856, Section 2.(b)

**PUBLIC WORKS & UTILITIES DEPARTMENT/ PRODUCTION & PUMPING DIVISION:
Replace Limitorque Actuators.**

Meade O' Brien Inc. *\$101,520.00

*Purchasing utilizing Sole Source of Supply Ordinance No. 35-856, Section 2.(b)

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: October 19, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**October 16, 2015**

Paving - Douglas Avenue Bridge Replacement (Douglas Avenue, East Branch Gypsum Creek) – Public Works & Utilities Dept/Engineering Division **(Defer to October 26, 2015) (Pending KDOT Approval)**

Paving -Cranbrook, Cranbrook Court to serve Brentwood South Addition – Public Works & Utilities Dept/Engineering Division

Kansas Paving Company**\$270,110.70**

Paving – 27th & Hillside Traffic Signals (27th & Hillside) – Public Works & Utilities Dept/Engineering Division

Phillips Southern Electric Co. Inc.**\$152,593.00****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****October 16, 2015**

Century II Convention Center Railing Replacement – Public Works & Utilities/Fleet & Facilities Division

Heartstone, Inc.**\$97,730.00**

Landfill Equipment - Compactor, Dozer, & Wheel Loader – Public Works & Utilities/Fleet & Facilities Division
(Defer to November 16, 2015)

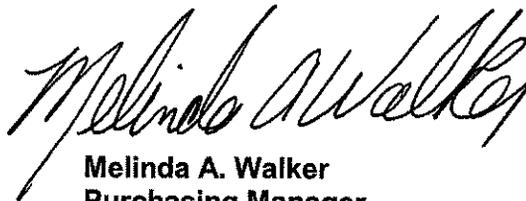
Replace Actuators at ASR – Public Works & Utilities Department/Production & Pumping Division

Mead O' Brien, Inc.**Sole Source of Supply, Ordinance No. 35-856 Section 2(b)****\$180,480.00**

Replace Limitorque Actuators - Public Works & Utilities Department/Production & Pumping Division

Mead O' Brien, Inc.**Sole Source of Supply, Ordinance No. 35-856 Section 2(b)****\$101,520.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



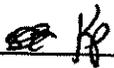
Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 2, 2015

RQ540980

FB540162		Engineer's Construction Estimate	Wildcat Construction Co. Inc.	Barkley Construction	Cornejo & Sons, LLC
Douglas Avenue Bridge Replacement			\$1,458,668.00		
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND		X		
	ADDENDA	4	X		
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate			
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate			
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: 
 REVIEWED BY: 

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 16, 2015

RQ541188

FB540191		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons, LLC
Cranbrook, Cranbrook Court		\$335,651.00	\$321,645.05	\$270,110.70	\$285,400.20
Brentwood South Addition 472-85218 (766339)	BID BOND				
	ADDENDA	0			
		Engineer's Construction Estimate	Dondlinger & Sons		
Cranbrook, Cranbrook Court		\$335,651.00			
Brentwood South Addition 472-85218 (766339)	BID BOND				
	ADDENDA	0			
		Engineer's Construction Estimate			
Cranbrook, Cranbrook Court		\$335,651.00			
Brentwood South Addition 472-85218 (766339)	BID BOND				
	ADDENDA	0			
		Engineer's Construction Estimate			
Cranbrook, Cranbrook Court		\$335,651.00			
Brentwood South Addition 472-85218 (766339)	BID BOND				
	ADDENDA	0			

CHECKED BY: KP
 REVIEWED BY: SR

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 16, 2015

RQ541189

FB540192		Engineer's Construction Estimate	Phillips Southern Electric Co. Inc.	Sims Electric Service Inc.	Cornejo & Sons, LLC
27th & Hillside Traffic Signals		\$158,855.00	\$152,593.00	\$156,297.00	
	BID BOND			X	
(27th & Hillside)	ADDENDA	0			
472-85073 (707074/707043)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Pavers, Inc.
27th & Hillside Traffic Signals		\$158,855.00			
	BID BOND				
(27th & Hillside)	ADDENDA	0			
472-85073 (707074/707043)					
		Engineer's Construction Estimate			
27th & Hillside Traffic Signals		\$158,855.00			
	BID BOND				
(27th & Hillside)	ADDENDA	0			
472-85073 (707074/707043)					
		Engineer's Construction Estimate			
27th & Hillside Traffic Signals		\$158,855.00			
	BID BOND				
(27th & Hillside)	ADDENDA	0			
472-85073 (707074/707043)					

CHECKED BY: kp
 REVIEWED BY: sm



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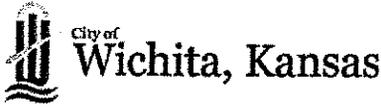
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: CenturyII Convention Ctr Railing Replace **Close Date/Time:** 10/16/2015 10:00 AM CST
 FB540195
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 2

Vendors	Complete	Bid Total	City Comments
HEARTSTONE INC	Complete	\$97,730.00	Award 10/20/2015 Public Works & Utilities Department/Fleet & Facilities Division
BAUER & SON CONSTRUCTION CO INC	Complete	\$103,000.00	

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BID RESULTS

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: CenturyII Convention Ctr Railing Replace **Close Date/Time:** 10/16/2015 10:00 AM CST
 FB540195

Solicitation Type: Formal Bid [Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 2

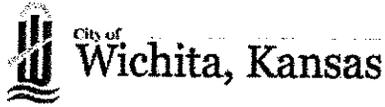
Go to:

Line 001 | Provide Labor, Material, and Equipment for Railing Replacement at Century II Convention Center 225 W Douglas, as per drawings and specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HEARTSTONE INC	1	Lump Sum	\$97,730.0000	\$97,730.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$103,000.0000	\$103,000.00	Complete	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB540193 **Landfill Equip Compactor, Dozer,& Loader** **Close Date/Time:** 10/9/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Public Works Fleet & Facilities **Responses:** 7

Vendors	Complete	Bid Total	City Comments
FOLEY EQUIPMENT CO INC	Complete	\$1,818,552.10	Defer to 11/16/2015 Public Works & Utilities Department/Fleet & Facilities Division
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00	
BERRY TRACTOR & EQUIPMENT CO	In-Complete	\$0.00	
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	
SELLERS EQUIPMENT INC	Partial	\$288,362.00	
C & K EQUIPMENT COMPANY INC	Partial	\$377,500.00	
BEST EQUIPMENT	Partial	\$379,700.00	

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October 19, 2015

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Replace Actuators at ASR

Qty 48, Limatorque L120-10 electric actuator, WP enclosure, 460/3/60, 37RPM, Basic Integral Controls, Local/Remote CS station with WG-00-D quarter turn gear w/FA10 mounting base, includes bore and key drive nut to fit existing 4" valve @ \$3760.00 each

FOR A TOTAL OF \$180,480.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Dept/Water Production & Pumping Div

Vendor	Reference Authority	Cost
Mead O'Brien Inc.	Ordinance No. 35-856 Section 2 (b)	\$180,480.00

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Replace Limitorque Actuators

Qty 27, Limitorque L120-10 electric actuator, WP enclosure, 460/3/60, 29RPM, Basic Integral Controls, Local/Remote CS station, bore and key drive nut to fit stem extension @ \$3760.00 each

FOR A TOTAL OF \$101,520.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Dept/Water Production & Pumping Div

Vendor	Reference Authority	Cost
Mead O'Brien Inc.	Ordinance No. 35-856 Section 2 (b)	\$101,520.00

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 20, 2015**

- a. 21st Street Bridge at Derby Refinery (21st, west of I-135) (87N-0612-01/472-85120/715732/636309/249148/774078) See Special Provisions. (District VI) - \$2,045,000.00
- b. Water Distribution System to serve Siena Lakes Addition (south of 37th Street North, west of Hoover) (448-90636/735514/470187) Does not affect existing traffic. (District V) - \$86,000.00
- c. Water Distribution System to serve Whispering Lakes Estates Addition (south of Harry, west of 159th Street East) (448-90682/735535/470208) Does not affect existing traffic. (District II) - \$59,000.00

To be Bid:

September 18, 2015

PRELIMINARY ESTIMATE of the cost of:21st Street Bridge at Derby Refinery
(21st, west of I-135)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**Lump Sum Bid Items - Paving (715732)**

1	Field Office and Laboratory (Type A)	1	LS
2	Site Clearing	1	LS
3	Mobilization	1	LS
4	Transport of Salvaged Materials (Non-Participating)	1	LS
5	Pavement &/or Curb Removed	1,324	sy
6	Removal of Existing Structures	1	LS
7	Shoring, Temporary	1	LS
8	Construction Staking	1	LS
9	Concrete Pavement 12" (Reinf.)	317	sy
10	Concrete Approach 12", Bridge	324	sy
11	Concrete Safety Barrier, Special	101	lf
12	Bridge Approach Slab Footing	42	cy
13	AC Pavement 7" (5" Bit. Base)	369	sy
14	Crushed Rock Base 6", Reinforced	699	sy
15	Crushed Rock Base 8", Reinforced	418	sy
16	Concrete C & G, Type 1, Special (6" & 1-1/2")	261	lf
17	Concrete Sidewalk 12" (Reinf.)	139	sf
18	Pipe, SWS 18" RCP	58	lf
19	Pipe, SWS 24" RCP	116	lf
20	Pipe, SWS 30" RCP	127	lf
21	Inlet, Curb (Type 1)(L=10' W=4')	3	ea
22	Inlet, Curb (Type 2)(L=6' 2-1/2" W=3' 4-3/8")	2	ea
23	Inlet, Grated Driveway, Double	1	ea
24	MH, Reinforced Concrete (5' x 5')	1	ea
25	Inlet Hookup	6	ea
26	Inlet Removed	4	ea
27	Sodding	1	LS
28	Site Restoration	1	LS

Lump Sum Bid Items - Bridge (715732)

29	Cast Steel Pile Points	16	ea
30	Structural Steel (M270) (Gr 50WT3)	105,326	lbs
31	Structural Steel (A709) (Gr 50WT3)	28,726	lbs
32	Structural Steel (A709) (Gr 50W)	2,556	lbs
33	Welded Stud Shear Connectors	2,352	ea
34	Reinforcing Steel (Grade 60) (Epoxy Coated)	34,120	lbs
35	Bridge Deck Strip Seal	53	lf
36	Concrete (Grade 4.0)(AE)	38	cy
37	Concrete (Grade 4.0)(AE)(SA)	138	cy
38	Bridge Deck Grooving	272	sy
39	Pipe Hanger Assembly	5	ea
40	Bridge Plaque (Non-Participating)	1	ea
41	Curing Environment	1	LS

Lump Sum Bid Items - Traffic (715732)

42	Pavement Markings	1	LS
43	Sign, Existing, Removed	2	ea
44	Traffic Control	1	LS
45	Junction Box	1	ea
46	Detector Loop Installation	1	LS

Measured Qty Bid Items - Paving (715732)

47	Sidewalk, Drive, &/or Pkg Lot Removed	140	sy
48	Excavation, Special Waste	912	cy
49	Excavation, Hazardous Waste	50	cy
50	Excavation, Contractor Furnished	220	cy
51	Concrete Driveway 8"	38	sf
52	Concrete Sidewalk 4"	298	sf
53	Sidewalk Thickening	90	lf
54	Concrete Sidewalk Protection Curb	40	lf
55	Rip-Rap, Reinforced Concrete 6"	27	sy
56	Retaining Wall, Reinforced	48	sf-face
57	Pipe, SWS 4", PVC, Perforated	40	lf
58	Fill, Sand (Flushed and Vibrated)	374	lf
59	Pipe Removed	114	lf

Measured Qty Bid Items - Paving (715732)

60	Piles (Steel) (HP14x89)	568	lf
61	Contractor Furnished PDA	2	ea

Measured Qty Bid Items - Erosion Control BMP (715732)

62 BMP, Back of Curb Protection	133	lf
63 BMP, Construction Entrance	4	ea
64 BMP, Curb Inlet Protection	4	ea
65 BMP, Silt Fence	156	lf

Measured Qty Bid Items - Landscaping (715732)

66 Signing, Elec. Portable Message (each per day)	60	day
67 Concrete Safety Barrier, Temporary	552	lf

Water Improvements (Non-Participating)

Measured Qty Bid Items (636309)

68 Pipe, WL 8"	41	lf
69 Pipe, WL 8", DICL	3	lf
70 Valve Assembly, Anchored 8"	1	ea
71 Valve Assembly, Blowoff 2"	2	ea
72 Pipe, Cut and Cap 8"	2	ea
73 Pavement &/or Curb Removed and Replaced	10	sy

Construction Subtotal

- Design Fee (715732)
- Design Fee (636309)
- Engineering & Inspection (715732)
- Engineering & Inspection (636309)
- Administration (715732)
- Administration (636309)
- Publication (715732)
- Right-of-Way (715732)
- Water Tap (636309)
- Tip Fee (715732)

Total Estimated Cost

\$2,045,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

City Clerk

87N-0612-01/472-85120 (715732/636309) 249148/774078

Page _____

EXHIBIT _____

To be Bid: October 9, 2015

PRELIMINARY ESTIMATE of the cost of:
 Water Distribution System to serve Siena Lakes Addition
 (south of 37th Street North, west of Hoover)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	WL Pipe 8"	1,449	lf
2	WL Pipe 8", DICL	66	lf
3	Valve Assembly 8"	1	ea
4	Valve Assembly, Anchored 8", Special	1	ea
5	Valve Assembly, Blowoff 2"	2	ea
6	Fire Hydrant Assembly	3	ea
7	Fire Hydrant Removed	1	ea
8	Pipe, CIMJ Plug, 8"	1	ea
9	Seeding	1	LS
10	Site Clearing	1	LS
11	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

12	WL Sleeve	100	lf
13	BMP, Construction Entrance	1	ea

Construction Subtotal _____

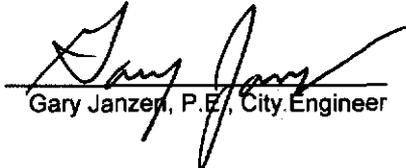
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Expenses from previous design and bid JV'd to SWS project

Total Estimated Cost _____

\$86,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

To be Bid: October 9, 2015

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Whispering Lakes Estates Addition
(south of Harry, west of 159th Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, WL 8"	1,592	lf
2	Pipe, WL 8", D1CL	10	lf
3	Fire Hydrant Assembly	2	ea
4	Valve Assembly, 8"	3	ea
5	Valve Assembly, Anchored 8", Special	1	ea
6	Valve Assembly, Blowoff, 2"	3	ea
7	Site Clearing	1	LS
8	Site Restoration	1	LS
9	Maintain Existing BMPs	1	LS
10	Fill, Sand (Flushed & Vibrated)	72	lf

Construction Subtotal _____

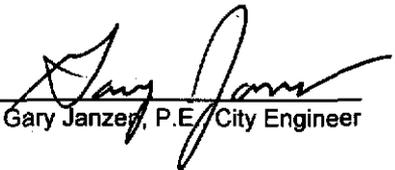
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost _____

\$59,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzer, P.E. City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

470208 (735535) 448-90682

Page _____

EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 20, 2015**

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Stoney Pointe Addition
(District II) (472-84978/766325/490-346) – Total Estimated Cost \$129,636

To the City Council
Wichita, Kansas

Date of CC 10/20/2015
(OCA/PROJ) 766325/472-84978
(PPN) 490-346

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

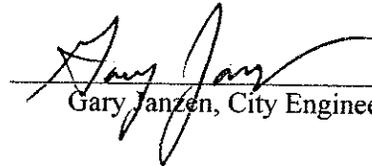
PRELIMINARY ESTIMATE of the cost of paving improvements to Stoney Pointe Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$129,636

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Stoney Pointe Addition (District II) (472-84978/766325/490-346) – Total Estimated Cost \$129,636

Page _____

Exhibit _____

Required fields in blue.

Page Page 1
 Publication Date TO BE PUBLISHED ONE TIME ON OCTOBER 7, 2015
 Bid Date (write out) October 16, 2015
 Award Date (write out) October 20, 2015
 OCA (766325)
 PPN 490346
 Engr. Project # 472-84978 Assoc. Proj #'s:
 CC District (Roman Numeral) District II
 Lineal Feet 315
 Type PAVING
 Sub-type
 Number of Addenda
 Our Engineer (initials only) JK
 Consultant (Design Firm): KE Miller
 FB# FB#
 RQ# RQ#
 LS/MQ LS/MQ
 Short Name (no abbreviations) 27th Court (now Boulder)
 Description (complete) 27th Court, located approximately 420 feet east of the southwest corner of Stoney
 Description continued Pointe Addition to serve Stoney Pointe Addition
 Description continued (east of Greenwich, south of 29th Street North)
 Description continued
 Description continued
 Addition Stoney Pointe Addition
 Location (in parenthesis) (east of Greenwich, south of 29th Street North)
 Fund Source 100%-SA
 CC Proj Approval: 04/05/11
 Resolution/Ordinance Date: 04/05/11
 Budget Allocation \$83,100.00 - Res smt E60?
 Working Days or Completion Date 35 (thirty-five) Splits: Proj/OCA #: Res/Ord Amt
 Start Days ex: 20 (twenty) or date 20 (twenty) P -
 WO Date W -
 Special WO Info SS -
 Driveway Req Forms SWS -
 Traffic statement for PE Does not affect existing traffic
 Constr. Survey By: (City, Contr. or Consult.) City
 Inspected By: (City or Consultant) City
 PE AMOUNT \$129,636.00 crawl date: Jan 1, 2011
 ENGINEER'S ESTIMATE \$98,550.00 use 56% crawl = 46,536
 CONTRACT AMOUNT (supported by bond amendment)
 CONTRACTOR NAME
 Contractor Address (street)
 Contractor Address (box #)
 Contractor Address (city state)
 PO #
 AREA ENGINEER Degenhardt
 QUAD NE
 TAX EXEMPT #

Line #	Bid Item Description	Quantity	UM	Unit Price	Extension
LUMP SUM BID ITEMS					
1	AC Pavement 5" (3" Bit Base)	1086	sy	24.00	26,064.00
2	Reinforced Crushed Rock Base (5")	1414	sy	10.00	14,140.00
3	RCVG Pavement (8")	100	sy	40.00	4,000.00
4	Comb. C & G (6 5/8" & 1 1/2")	619	lf	12.00	7,428.00
5	Mono Edge Curb (6 5/8" & 1 1/2")	125	lf	12.00	1,500.00
6	Inlet Hookup	2	ea	500.00	1,000.00
7	Excavation	820	cy	3.00	2,460.00
8	Compacted Fill (90% Density)	2812	cy	3.00	8,436.00
9	Compacted F#l (95% Density)	2730	cy	4.00	10,920.00
10	Concrete Comb. C & G Removed	69	lf	5.00	345.00
11	Pipe, SWS 15", RCP	59	lf	35.00	2,065.00
12	Pipe, SWS 18", RCP	62	lf	40.00	2,480.00
13	Inlet, Curb 1 5'x3'	2	ea	3,500.00	7,000.00
14	Maintain Existing BMPs	1	LS	1,000.00	1,000.00
15	Signing	1	LS	1,000.00	1,000.00
16	Seeding, Temporary	1	LS	1,000.00	1,000.00
17	Seeding, Permanent	1	LS	1,000.00	1,000.00
18	Site Clearing	1	LS	2,000.00	2,000.00
19	Site Restoration	1	LS	2,042.00	2,042.00
MEASURED QUANTITY BID ITEMS					
20	Inlet Underdrain	30	lf	2.00	60.00
21	BMP, Erosion Control Blanket	1245	sy	2.00	2,490.00
22	BMP, Curb Inlet Barrier	2	ea	60.00	120.00
Construction Subtotal					\$98,550.00
Design Fee					7,400.00
Engineering & Inspection					19,710.00
Administration					3,776.00
Publication					200.00
Contingency					
Total Estimated Cost					\$129,636.00

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Monster Dash 5K - Lil Monsters Fun Run (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, event promoter John Muir, Wichita Running Company, is coordinating the Monster Dash 5K: Lil Monsters Fun Run event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Monster Dash 5K: Lil Monsters Fun Run October 30, 2015 7:00 pm – 11:00 pm

- East 1st Street North, North Mosley Street to North McLean Boulevard
- North Greenway, West Central Avenue to North Waco Avenue
- North Waco Avenue, West 2nd Street North to West 1st Street North

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 the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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 the 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
October 20, 2015

TO: Mayor and City Council
SUBJECT: Community Events – Wichita Toy Run (Districts I, V 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 Terisa Olson, Wichita Toy Run Association, is coordinating the Wichita Toy Run event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Toy Run, November 1, 2015 12:00 pm – 3:00 pm

- West Maple Street, Sycamore to McLean Boulevard
- Lewis/Waterman Street, McLean Boulevard to Broadway Avenue
- Broadway Avenue, Waterman Street to 53rd Street North

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 the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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 the 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
October 20, 2015

TO: Mayor and City Council

SUBJECT: Community Events – The Spirit AeroSystems Veterans Day Parade and Post Parade Activities (District I)

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 Lt. Col. Michael George, USD 259 JROTC, is coordinating The Spirit AeroSystems Veterans Day Parade and Post Parade Activities with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

The Spirit AeroSystems Veterans Day Parade and Post Parade Activities, November 7, 2015 10:00 am – 2:00 pm

- Waterman Street, Main Street to Wichita 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 the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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 the 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
October 20, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 2404 S. Minneapolis for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 11, 2013, the City Council approved the design for the improvement of Pawnee Avenue from Hydraulic Avenue to Poplar Drive. The project calls for the improvement of Pawnee to a five-lane roadway with a center turn lane and drainage improvements. The edges of the street will be lower than the existing gutter and will require grading of adjacent properties and/or protection of the existing curbing in certain areas. A 2,004 square foot temporary construction easement is required from the property at 2404 S. Minneapolis. This property is improved as a multi-family residence.

Analysis: The temporary construction easement will allow for the reconstruction of the parking area for the owner and the tenant. The proximity of the improvements to the roadway was an issue for the owner. The owner accepted the estimated market value of \$400 offered for the easement; however, an additional \$2,127 is necessary for the construction of a privacy fence along Pawnee.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$3,127 is requested. This includes \$2,527 for the acquisition and \$600 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachment(s): Temporary construction easement, aerial, and tract map.

City of Wichita, Kansas

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 27th day of October, 2015, by and Between

Robert E. Fox
2404 South Minneapolis
Wichita, Kansas 67216

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

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the City of Wichita, Kansas, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

A parcel of land lying in Lot 1, Block 1, Red Arrow 2nd Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Commencing at the Northwest corner of Lot 1, Block 1, Red Arrow 2nd Addition to Wichita, Kansas, Sedgwick County, Kansas.; thence East 54.1 feet along the north line of said Lot 1 to the Point of Beginning; thence continuing along said north line 73.7 feet; thence South 42.7 feet along a fence line; thence West parallel with the north line of said Lot 1, 42.5 feet; thence North 36.6 feet along a fence line; thence West parallel with said North line, 31.2 feet; thence North 6.1 feet to the Point of Beginning.

Said parcel contains 2004 sq. ft.

For the purposes of construction and related activities for the Pawnee Avenue Project.

Said right of entrance, occupation and use to continue only during the construction and completion of the above project. It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The City of Wichita agrees to pay the landowner(s) a lump sum of \$ Two Thousand Five Hundred Twenty-seven Dollars and no/100 Dollars (\$2,527.00) for the temporary easement over and upon the above described property.

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out including replacement of site fencing if necessary.

This easement expires ninety days (90) after completion of the construction project for which this easement is acquired or three years after the date first signed, whichever occurs sooner.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed their names, the day and year first above written.

By: Robert E. Fox
Robert E. Fox

STATE OF Kansas, Sedgwick COUNTY, SS.

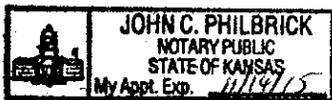
On this 6th day of October A.D. 2015, before me, a notary public in and for said county and state, personally appeared

Robert E. Fox

known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

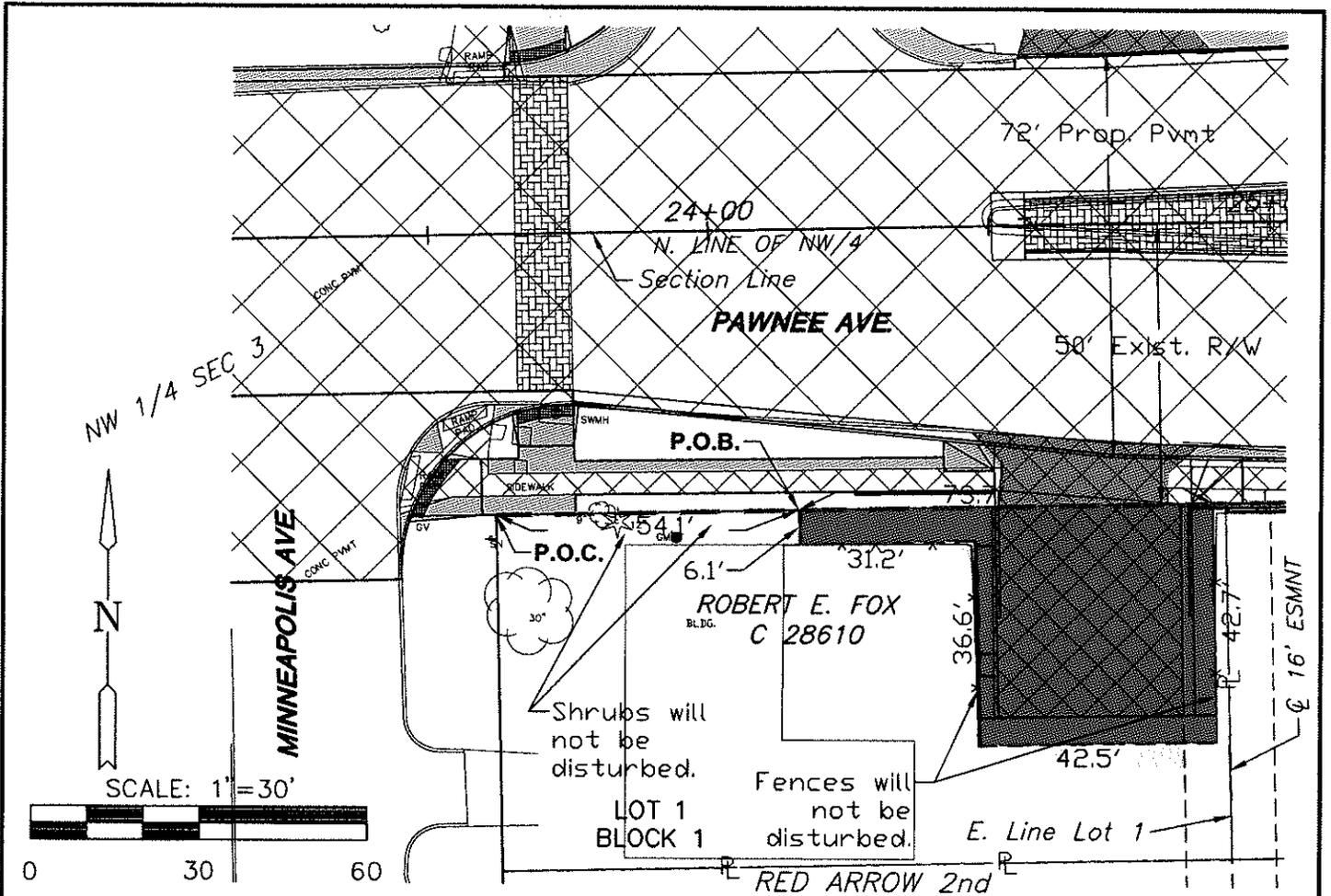
[Signature]
NOTARY PUBLIC

My commission expires 11/14/15



Approved as to form:

[Signature]
Jennifer Magana, City Attorney and Director of Law



LEGAL DESCRIPTION:

A parcel of land lying in Lot 1, Block 1, Red Arrow 2nd Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Commencing at the Northwest corner of Lot 1, Block 1, Red Arrow 2nd Addition to Wichita, Kansas, Sedgwick County, Kansas.; thence East 54.1 feet along the north line of said Lot 1 to the Point of Beginning; thence continuing along said north line 73.7 feet; thence South 42.7 feet along a fence line; thence West parallel with the north line of said Lot 1, 42.5 feet; thence North 36.6 feet along a fence line; thence West parallel with said North line, 31.2 feet; thence North 6.1 feet to the Point of Beginning.

Said parcel contains 2004 sq. ft.

LEGEND:

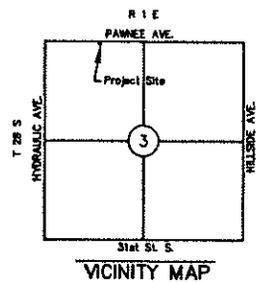
- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- Right of Way
- Temporary Construction Easement = 2,004 sq. ft.
- Existing paved drives, walks, and street to be removed and replaced.
- New street and sidewalk
- Property owners existing drive within Right-of-Way

OWNER:

ROBERT E. FOX
PO BOX 20287
WICHITA KS 67208-1287

PROPERTY IDENTIFICATION:

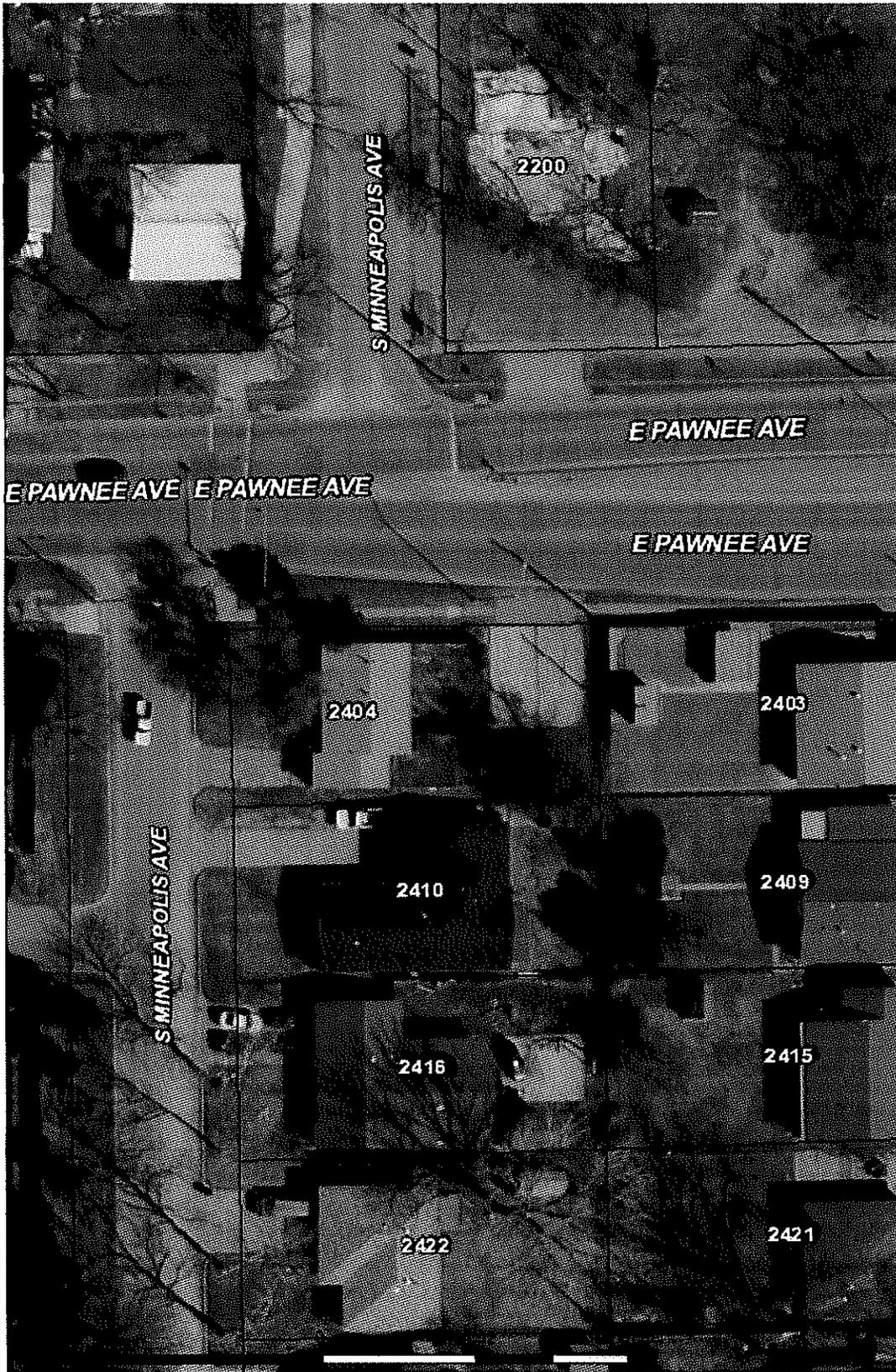
C 28610



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

		©2013 MKEC Engineering All Rights Reserved www.mkec.com These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.		 411 N. Webb Rd. Wichita, KS 67206 316.684.8500		PAWNEE AVE.-HYDRAULIC TO POPLAR TEMPORARY CONSTRUCTION EASEMENT TRACT MAP 14		PROJECT NO. 0501010745 DATE: SEPTEMBER 2014 SHEET NO.	
1 T.C.E. reconfigured to fall inside the fences. 08/17/15						DRAWN BY: DSN DESIGNED BY: JA APPROVED BY: JCM		1 OF 1	
NO. REVISION DATE									

I:\MAPS\00545\00545_PAWNEE_K-15_TO_HELISE\DWG\CIB TRACT MAPS\05010745 TRACT MAPS.DWG



Legend

- Parcels
- Airport Runway

1: 654



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 10/13/15 9:05 AM

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: Knight Cities Challenge Grant (All Districts)
INITIATED BY: Department of Park & Recreation
AGENDA: Consent

Recommendation: Authorize the Knight Cities Challenge grant application.

Background: The John S. and James L. Knight Foundation was established in 1950 as a private foundation dedicated to furthering their ideals of service to community. The Knight Foundation operates in the 26 communities where the Knight Brothers published newspapers, including Wichita.

The Knight Cities Challenge seeks new ideas from innovators who will take hold of the future of cities. Through October they are inviting applicants from across the nation to submit ideas for making the 26 Knight cities more vibrant places to live and work. The pool for the grants is \$5 million, and initial applications are due by October 27, 2015. The grant period is 18 months and winners will be announced in spring 2016. A recent grant from the Knight Foundation, administered through the Wichita Community Foundation, created the pop-up park on Douglas between Main and Market.

Analysis: The Knight Foundation is asking for the most innovative and effective ideas focusing on one or more of the three key drivers of city success:

Talent: Ideas that help cities attract and keep talented people.

Opportunity: Ideas that expand economic prospects by breaking down divides and connecting people.

Engagement: Ideas that spur connection and civic involvement.

The Park and Recreation Department (P&R) is preparing two grant proposals that will focus on short-term, mobile events held throughout the Wichita park system. One grant will expand the Recreation Mobile to include more equipment for new events, such as interactive games, music, fitness, nutrition information and more. The second grant request will be to create portable, pop-up dog parks. Both proposals will move throughout the City in an effort to connect with more citizens and reintroduce some of the park system's "hidden jewels." A special series of events will be developed to promote the future park site at 2nd and Sycamore, adjacent to the future downtown Advanced Learning Library. Social media and advertising will be incorporated to publicize these special, one-of-a-kind events. Participation and comments will be monitored so that the most popular, engaging events may be integrated into ongoing programming. This information will also serve as a basis for outlining design criteria for the new 2nd and Sycamore park site. P&R recognizes that a healthy, vibrant park system that promotes a variety of exciting new activities is essential to attracting and retaining businesses, young professionals and a quality workforce.

Financial Considerations: No matching funds are required from the City if the grant is awarded. No financial information is required for the first round of grant applications. If successful P&R will itemize expenses for each proposal during the second round. It is anticipated that each request will not exceed \$300,000.

Legal Considerations: The Law Department has reviewed as to form the grant application.

Recommendations/Actions: It is recommended that the City Council authorize staff to submit the Knight Cities Challenge grant application and authorize the necessary signatures.

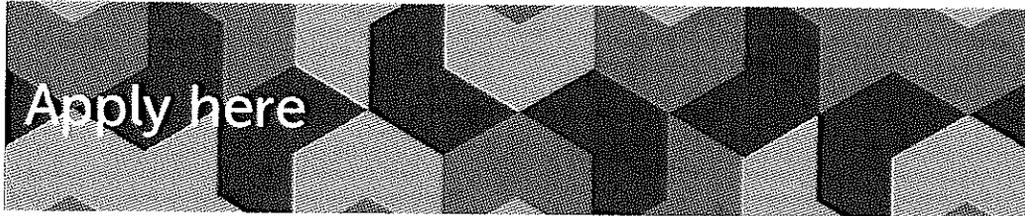
Welcome, Jan Long

DASHBOARD + (/user/submissions)

(http://
_hstc



No idea is too big.



(http://www.knightcities.org)

Knight Cities Challenge 15-16 Initial Application

- Hide Guidelines

Ends on 10/27/2015

What's your best idea to make cities more successful?

The Knight Cities Challenge (<http://knightcities.org>) seeks new ideas from innovators who will take hold of the future of our cities.

From a pool of \$5 million we're awarding grants at the city, neighborhood and block levels—and all sizes in between. No project is too small—so long as the idea is big.

We are looking for new ideas on how cities can attract and keep talented people, expand economic opportunity and create a culture of civic engagement. Ideas can come from anywhere and not just the usual sources. Anyone with a new idea and a plan to execute it is welcome.

The rules are simple:

1. A submission may come from anywhere but the project must take place in or benefit one or more of 26 Knight communities (<http://knightfoundation.org/about/communities/>).
2. Your idea should focus on one or all of three key drivers of city success: attracting and retaining talent, expanding economic opportunity and creating a culture of civic engagement.

Apply today! Applications are open until noon (eastern time) on October 27.

Read more at the Knight Cities Challenge homepage (<http://knightcities.org>) and in the FAQ.

If you would like to submit a proposal for the Knight Cities Challenge please review our Terms of Use and Privacy Policy (https://knight2.submittable.com/content/terms/34328?__hstc=259890901.d32cf3a86a56b60de5ba104a8b1f37f0.1443622274648.1443724818534.1444330719568.4&__hssc=259890901.3.1444330719)

Back to Forms (<https://apply.knightcities.org/submit>)

Tweet 0 Likes 0

Project Title *

Please enter a title for your project

Summarize your idea in one sentence. *

Please limit your response to 20 words.

Limit: 20 words

What are you proposing to do? *

Limit: 100 words

Describe your project and how it will help advance talent, opportunity and engagement in the chosen city or cities. Please limit your response to 100 words.

Why is this the right idea for this city now? *

Limit: 100 words

Describe why this idea makes sense in this city at this time. Please limit your response to 100 words.

Who will execute this project? *

Limit: 100 words

Describe why your team is the right choice to execute this project. Don't simply list collaborators. Please limit your response to 100 words.

Location

Tell us where you're based, and where you propose to work.

Are you based in a Knight city? *

- Yes
- No

Please review the list of Knight cities at knightfoundation.org/communities

Your location *

Please enter the name of the city in which you or your organization is based. Applications may come from anywhere.

Project Location *

Tell us in which Knight city your project will take place. If you propose to work in multiple cities select "multiple" and complete the following question with details.

Multiple cities - details

If you propose to work in multiple cities please explain.

Contact Details

Please provide details for the primary contact for this project.

Name: *

I am applying as a(n): *

- Individual
- Organization (nonprofit)
- Organization (for-profit)
- Government body
- Other

Organization name (if applicable):

Twitter handle

Organization or personal; either is fine.

Email address: *

Phone number: *

Mailing Address: *

City/Town: *

State: *

ZIP code: *

Demographic information

We would appreciate your help in improving our processes by answering the questions below, but it's not required.

Select the category or categories that best describe your ethnicity.

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic or Latino
- Native Hawaiian or other Pacific Islander
- White or Caucasian

Select all that apply.

Other

Please select your age range

- Younger than 18
- 18-29
- 30-39
- 40-49
- 50-59
- 60-69
- Older than 70

I agree to the attached Terms Of Use (/content/terms/46405) *

Save Draft

Submit

[Technical Help \(http://help.submittable.com/\)](http://help.submittable.com/)

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[| Privacy Policy \(http://www.submittable.com/privacy?\)](http://www.submittable.com/privacy?)

[__hstc=259890901.d32cf3a86a56b60de5ba104a8b1f37f0.1443622274648.1443724818534.1444330719568.4&__hssc=259890901.3.1444330719568&__hsfp=24158](#)

[| Sign Out \(/logout\)](#)

9568&__hsfp=2415826752)

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Knight Cities Challenge 15-16 Initial Application

Title:

Roving 4 Rover

One sentence summary: (20 words max)

Rotating a portable, “pop-up” dog park throughout City parks, including programmed family-themed weekend “play dates” with dog toys.

What are you proposing to do: (100 words max)

Rotate portable dog park around Wichita parks. Considering four parks in spring, four in fall. Set-up would stay nine days (two weekends). Portable fencing, gates, water, waste bags, trash carts and informational kiosk would be placed. Agility and play equipment would be brought in with mobile van for supervised, programmed events and training.

Love of pets crosses many barriers. Whether a dog is pedigreed, rescued, a Chiweenie or a Labradoodle, common ground can be found at the dog park. Connections are made, friendships are formed, and ties to the community are created that override differences in age, backgrounds or incomes.

Why is this the right idea for this city now?: (100 words max)

Wichita has three dog parks, two of which are placed on closed landfills. While this is a good repurposing of landfill sites, it limits the ability to place structures and trees. The dog-owner community is vocal in requesting better, additional dog parks, and private individuals/groups have held fundraisers for dog park improvements.

Additional locations are being scouted. A rotating dog park would allow Wichita to assess interest in various parts of the city and introduce different parks to the community. Urban and suburban parks could be highlighted, as well as a new park site adjacent to the future new Library.

Who will execute this project: (100 words max)

The Park & Recreation Department of the City of Wichita would execute this project. Both the Recreation and Maintenance divisions would be utilized. Maintenance workers would oversee fence placement, water containers, waste bags, trash carts, informational kiosk and cleanup. Recreation would be responsible for holding special “doggie play date” events with mobile van. Marketing would advertise rotating locations and dates using social media. Feedback and/or surveys would be gathered and monitored to use for placement of future, permanent dog parks.

The success of the 2016 trial would be assessed for programming ongoing “pop-up” dog parks in future years.

Knigh Cities Challenge 15-16 Initial Application

Title:

Barry on the Go!!

One sentence summary:

Improve the Recreation Station and expand to deliver more events and activities to city parks for more community involvement.

What are you proposing to do:

In 2015 we introduced Barry the Bison and his mobile Recreation Station. The events that we held were very successful, and we had great community involvement. We want to expand the Recreation Station, so are considering a total of 10 events during the spring and summer. Ideas for events include a Car Show with Live music, bike safety, health fair, Snag Golf, spike ball, and more. The Recreation Station will hold and transfer equipment to parks for community use. This allows families of any economic status to utilize unique equipment to learn new and innovating games and make memories.

Why is this the right idea for this city now?:

Wichita currently utilizes a repurposed van for the Recreation Station. The van holds a limited amount of equipment, and the activities that are offered at one time are limited as well. With this new investment, there is potential for a higher interest in the Recreation Station for personal interests like birthday parties, and special work events. The possibilities are endless. We want to deter “negative park activities” through new community events that “activate” the parks and ensure the parks serve as a positive community environment. Making a place for families, young professionals and keeping talent here in Wichita is important.

Who will execute this project:

The Park & Recreation Department would be utilized to execute this project. Park Maintenance workers would oversee making sure that every park is mowed and set up for each mobile event. Recreation would be responsible for holding special events with Barry the Bison Recreation Station Mobile. Marketing would advertise Recreation Station park events and dates using social media. Feedback and/or surveys would be gathered and monitored to use for placement of future special events with the Recreation Station. The success of the 2016 trial would be assessed for programming ongoing Recreation Station in future years.

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: 2016 Organized Crime Drug Enforcement Task Force (OCDETF)
INITIATED BY: Police Department
AGENDA: Consent

Recommendation: Approve continued participation in the Organized Crime Drug Enforcement Task Forces (OCDETF).

Background: The Wichita Police Department, through the DEA's Drug Enforcement Task Force, has participated in the Organized Crime Drug Enforcement Task Forces (OCDETF) for over a decade. The OCDETF Program works in close partnership with state and local law enforcement agencies. For each specific investigation, a separate agreement must be executed between OCDETF and the program participant.

Analysis: OCDETF funding expands the resources available to the Wichita Police Department and increases its ability to investigate drug crime and narcotic trafficking in this region. Funds awarded by OCDETF are allocated on a case by case basis, after a review of the substance and needs of each particular agency. Agreements are approved for each federal fiscal year (beginning October 1st).

Financial Considerations: OCDETF provides reimbursement for overtime costs while assisting on OCDETF investigations, up to \$50,000 per case per year. There is no local match requirement. Annual reimbursements vary depending on the number cases assigned and the staffing needs of each case. Approval of budget authority of \$150,000 is requested for the fiscal year beginning October 1, 2015.

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

Recommendations/Actions: It is recommended that the City Council approved continued annual participation in the OCDETF program and approve the budget for the fiscal year beginning October 1, 2015.

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property at 3003, 3009 and 3011 E. 13th Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City has completed a project to widen East 13th Street North between Hydraulic and Oliver. The improvements included adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The project required the acquisition of all or part of 78 tracts. At the completion of construction, 24 parcels were identified as being potentially marketable. On July 7, 2015, the City Council declared the 24 parcels available as surplus. The parcels at 3003, 3009 and 3011 E. 13th Street are located at the southeast corner of 13th and Chautauqua. Combined, the parcels consist as one of the 24 surplus parcels. The improvements were razed and the remnant site is vacant land.

Analysis: Prior to the road improvement project, the properties at 3003, 3309 and 3011 E. 13th were comprised of Lots 2, 4, 6 and 8, Chautauqua Avenue, Fairmount Park Addition to Wichita. All of Lot 2 and the north 10 feet of Lot 4 will be retained by the City as road right-of-way. The remainder of that site is defined as the remnant parcel. The adjacent property owner to the south of the subject parcel made an offer in the amount of \$5,000 for the remnant. The properties will be developed with a single-family residence on the unified ownership.

Financial Considerations: The City will receive cash consideration for the sale of the properties. The proceeds from the sale, net fees and operating expenses, will be applied back to the 13th Street project to offset the issuance of debt. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

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 sale; 2) approve the real estate agreement; and 3) authorize any necessary signatures.

Attachment(s): Real estate agreement, warranty deed, and aerial map.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Lorena Vazquez, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

The south 15 feet of Lot 4 together with Lots 6 and 8, Mt. Olive now Chautauqua Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Five Thousand Dollars and Zero Cents (\$5,000) in the manner following to-wit: cash at closing
3. The Buyer agrees that the parcel described above will not be developed or sold separately from its adjacent ownership.
4. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
7. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before October 30, 2015.
10. Possession to be given to Buyer at closing

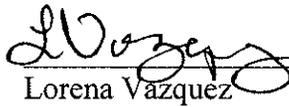
11. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
12. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
13. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
14. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
15. The covenants and agreements contained in Paragraphs 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
16. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to

character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

17. Buyer hereby agrees to dedicate a permanent easement to the City of Wichita, Kansas for that part of the as-built sidewalk is located thereon Lot 8, Mt. Olive now Chautauqua Ave., Fairmount Park Addition, if the City of Wichita provides notice to Buyer declaring a public purpose and requiring an easement within six months of the closing date.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER


Lorena Vazquez

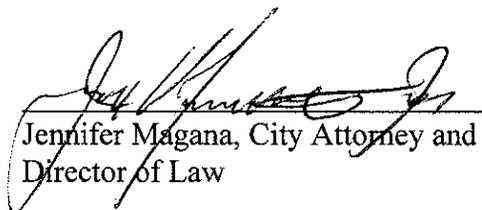
SELLER

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:


Jennifer Magana, City Attorney and
Director of Law

QUIT CLAIM DEED

Grantor(s): **The City of Wichita, Kansas, a municipal corporation**

Grantee(s): **Lorena Vazquez**

Grantee(s) mailing address:

WITNESSETH:

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the That said Grantor, in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim unto said Grantee, their heirs and assigns, all the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

The south 15 feet of Lot 4 together with Lots 6 and 8, Mt. Olive now Chautauqua Avenue, Fairmount Park Addition to Wichita, Sedgwick County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the Grantor had hereunto set its hand the day and year first above written.

Dated: _____, 2015

The City of Wichita, Kansas, a municipal corporation:

Jeff Longwell, Mayor

STATE OF KANSAS) ss:
COUNTY OF SEDGWICK)

On _____, 2015, this deed was acknowledged before me by Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corporation.

Notary Public
My commission expires: _____



Remnant of 3003, 3009 and 3011



Legend

- Parcels
- Lot and Block
- Airport Runway

1:823



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 10/6/15 4:59 PM

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: Waiver of MABCD Special Assessment Fees (District VI)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Approve waiver of the fees.

Background: On November 4, 2014, the City Council adopted Ordinance 49-885 allowing for the Metropolitan Area Building and Construction (MABCD) fees to be waived under certain qualifying circumstances. Mennonite Housing has submitted the proper paperwork requesting that the MABCD special assessment fees be waived on the vacant lot located at 2321 N. Fairview. All presale conditions of the Ordinance have been met by Mennonite Housing.

Analysis: Mennonite Housing has secured the vacant lot located at 2321 N. Fairview. Mennonite Housing has applied to have \$911.68 in lot clean-up special assessment fees for 2015 waived. Mennonite plans to start construction on a single-family residence on the referenced property within the next eight weeks. There are no additional pending MABCD special assessment fees for this property.

Financial Considerations: The waiver will result in a loss of special assessment revenue in the amount of \$911.68. Redevelopment of the property by Mennonite Housing will result in additional property taxes for the City of Wichita. MABCD special assessments totaling \$11,585.25 for tax years prior to 2015 have been removed and will not be received since this lot sold at tax auction in July of 2014 and the proceeds from the sale were not sufficient to cover payment of the existing assessments for demolition, lot clean-ups and mowing.

Legal Considerations: The Law Department has reviewed and approved the fee waiver as to form.

Recommendations/Actions: It is recommended that the City Council waive the \$911.68 in MABCD special assessment fees.

Attachments: Special assessment waiver packet.

Johnson, Janet

From: Shuck, Denise L. <Denise.Shuck@sedgwick.gov>
Sent: Wednesday, September 30, 2015 9:32 AM
To: Johnson, Janet
Subject: RE: special assessment waiver

Hello Janet,

Because this property was sold at Tax Auction in July, 2014, all previous taxes and specials were removed. The only special that is currently due is for 2015 in the amount of \$911.68.

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA BOARD UP #2, 48977	2011	2011			
CITY OF WICHITA	CITY OF WICHITA HOUSE REMOVAL #2; 49250	2012	2012			
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP #2, 49067	2011				
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP #2, 49241	2012	2012			
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP 1, 49835	2015	2015	\$887.24	\$24.44	\$911.68
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1, 49422	2013	2013			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1, 49612	2014	2014			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 2, 49668	2014	2014			
Totals:				\$887.24	\$24.44	\$911.68

Please let me know if I can help further.
Thank you,

Denise Shuck | Tax Team Supervisor | Sedgwick County Treasurer's Office
p: (316) 660-9143 | fax: (316) 383-7113 | Denise.Shuck@sedgwick.gov
525 N. Main, Suite 107 | Wichita, KS 67203 | www.sedgwickcounty.org



*Sedgwick County...
working for you*

From: Janet Johnson
Sent: Tuesday, September 29, 2015 4:29 PM

To: Shuck, Denise L.
Subject: FW: special assessment waiver

Hi Denise, I'm working on another one of these City of Wichita special assessment waivers for a non-profit Housing group. Mennonite Housing is going to purchase the vacant lot at 2321 N. Fairview PIN 00105635. I checked with MABCD to see what their records showed they have against the property in special assessments and it's considerably higher than what I see on the County website. Can you please verify for me exactly how much is owed to MABCD in specials so I can get a check cut? Thanks! Janet

Janet Johnson | Supervisor of the Office of Community Services|City of Wichita
455 N. Main, 13th Fl | Wichita, KS 67202 | jjohnson@wichita.gov
TEL 316.352-4879 | FAX 316-858-7907

From: Legge, Deborah
Sent: Tuesday, September 29, 2015 3:04 PM
To: Johnson, Janet <JCJohnson@wichita.gov>
Subject: RE: special assessment waiver

Looks like a 2015 special assessment for a lot cleanup of \$911.68, which is currently showing up.

There were 2013 weed mowing charges of \$122.50 and \$123.50. A 2012 weed mowing charge of \$120.

We did two abatements in 2011 at a cost of \$685.67 and \$1,011.25.

We demolished the structure in 1012 at a cost of \$9,522.33.

From: Johnson, Janet
Sent: Tuesday, September 29, 2015 11:28 AM
To: Legge, Deborah <DLegge@wichita.gov>
Subject: special assessment waiver

Hey Deb, We got our first application from Mennonite Housing to waive our specials!!! Can you please check your records so I can verify? It's a vacant lot at 2321 N. Fairview PIN 00105635. Thank you!! Janet

Janet Johnson | Supervisor of the Office of Community Engagement |City of Wichita
455 N. Main, 13th Fl | Wichita, KS 67202 | jjohnson@wichita.gov
TEL 316.352-4879 | FAX 316-858-7907



Sedgwick County...
working for you

www.sedgwickcounty.org

Property Detail Information

2321 N FAIRVIEW AVE WICHITA

View Property Record Card Effective date is shown on the top right side of the page.

\$ Pay Taxes **View Valuation Notice** Current year Valuation Notices are available after March 1st.

Legal Description: LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.
Property Owner Name: BRESHEARS LARRY
Mailing Address: 3102 S MOUNT CARMEL AVE WICHITA KS 67217-1244
Geo Code: A 05347 **PIN:** 00105635 **AIN:** 123050430102500
Tax Unit: 6702 001 WICHITA U-259 **Land Use:** 9910 Residential highest and best use

Market Land Square Feet: 6,571 **Total Acres:** .15
2015 Appraisal Value: \$6,000.00 **2015 Assessment Value:** \$720.00

Appraisal Values more

Year	Class	Land	Improvements	Total	Percent Change
2015	Vacant	\$6,000	\$0	\$6,000	0%
2014	Vacant	\$6,000	\$0	\$6,000	0%

Assessment Values more

Year	Class	Land	Improvements	Total	Percent Change
2015	Vacant	\$720	\$0	\$720	0%
2014	Vacant	\$720	\$0	\$720	0%

2014 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1. 49612	\$123.50	\$1.65	\$125.15
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 2. 49668	\$122.50	\$1.64	\$124.14
Totals:		\$246.00	\$3.29	\$249.29

2015 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP 1. 49835	\$887.24	\$24.44	\$911.68
Totals:		\$887.24	\$24.44	\$911.68

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA BOARD UP #2. 48977	2011	2011			
CITY OF WICHITA	CITY OF WICHITA HOUSE REMOVAL #2. 49250	2012	2012			
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP #2. 49067	2011				
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP #2. 49241	2012	2012			
CITY OF WICHITA	CITY OF WICHITA LOT CLEAN UP 1. 49835	2015	2015	\$887.24	\$24.44	\$911.68
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1. 49422	2013	2013			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1. 49612	2014	2014			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 2. 49668	2014	2014			
Totals:				\$887.24	\$24.44	\$911.68

Billings more

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2014	4615250	117.365	\$84.52	\$249.29	\$0.00	\$0.00	\$333.81	(\$333.81)	\$0.00
2013	3865189	120.6007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax Authority	Tax Rate
0101 STATE	1.5000000000
0201 COUNTY	29.4782529000
0518 CITY OF WICHITA	32.6516975000
0602 USD 259	24.2120880000
0602 USD 259 SG	20.0000000000
0703 USD 259 OLD BOND	0.0000000000
0754 USD 259 BOND 3 (2000)	9.5229726000
Total: 117.3650110000	

MABCD SPECIAL ASSESSMENT WAIVER FORM

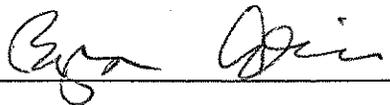
Name of Organization: Mennonite Housing Rehabilitation Services, Inc.
Business address: 2145 N Topoka, Wichita, KS 67214
Business phone number: (316) 942-4848
Executive Director: Byron Adrian
Executive Director phone numbers: (316) 942-4848 (Work) (316) 737-7859 (Cell)
Executive Director e-mail: badrian@mhrsi.org
Address of property being submitted for waiver of special assessments: 2321 N Fairview
PIN of property being submitted: 105635 Legal description of property: lots 22-24
Fairview Ave Walter Morris & Sons 2nd Add

Required Attachments

- Proof of 501(C)(3) tax exempt designation (for at least five years)
- List of current Board of Directors
- Organizational By-Laws
- Proof of property ownership
- Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature:  Date of Application: 9/29/15

Staff Section

Amount of special assessments being waived: _____
Approved by City Council on: _____
Payment in the amount of _____ sent to Sedgwick County Treasurer on _____
Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES ARE BILLED ON NOVEMBER 1 OF THE TAX YEAR AND ARE DUE AND PAYABLE AT THAT TIME. THE FIRST HALF BECOMES DELINQUENT ON DECEMBER 20 OF THE TAX YEAR; THE SECOND HALF BECOMES DELINQUENT ON MAY 10 OF THE FOLLOWING YEAR.

NOTE: Subject property was acquired through tax foreclosure on August 15, 2014. If a quit claim deed is not obtained from Roberto Tornez, Company requires expiration of two years from the date of judgment filed June 17, 2014, to pass without appeal by the previous owner, before closing can occur.

- a. **Warranty Deed from Larry Breshears and Mona Breshears, stating marital status and joined by spouse(s), if any, to Mennonite Housing Rehabilitation Services, Inc., along with a Real Estate Sales Validation Questionnaire.**
- b. **Furnish Lien Affidavit, completed and executed by the owners and contractors, if any. In the event there has been new construction or significant repairs to the property in the past 12 months or if the loan represents construction financing for anticipated improvements, please contact us for further mechanic's lien requirements if mechanic's lien coverage is requested.**
- c. **Notice of Demolition Action recorded May 9, 2011, as Doc#/Flm-Pg: 29217143. Note: Special Taxes have been added to tax roll, however they have not been paid in full for 2014, at this time.**
- d. **Satisfy of record the second half of 2014 real estate taxes which show unpaid in the sum of \$166.90, plus interest if any, Tax Key No. A 05347, Control/PIN No. 00105635, AIN No. 123050430102500.**

NOTE: Total: \$333.81 (General Taxes: \$84.52 Special Taxes: \$249.29).

- e. **NOTE TO CLOSER: There are Pending Special Assessments for the year 2015, for weed cutting. THESE FEES ARE RESPONSIBILITY OF SELLER AND MUST BE ASSESSED TO THE SELLER. CALL THE CITY FOR PAYOFF.**



Internal Revenue Service

Department of the Treasury

District
Director

1100 Commerce St., Dallas, Texas 75242

Mennonite Housing Rehabilitation
Services, Inc.
2038 N. Broadway
Wichita, Ks. 67214

Person to Contact:
EOMF Examiner
Telephone Number:
214-767-1155
Refer Reply to:
RM:CSB:306:JSR
Date:

FEB 9

EIN: 48-0874804

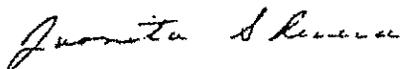
Gentlemen:

Our records show that Mennonite Housing Rehabilitation Services, Inc. is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted October 1978 and remains in full force and effect.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(2).

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Juanita S. Rivera
EOMF Examiner

MENNONITE HOUSING
BOARD OF DIRECTORS
SEPTEMBER 2015

1 Sherdeill	Breathett	Treasurer
2 Nile	Dillmore	
3 Patrick	Goebel	Vice-Chairperson
4 Steve	Howard	
5 Robert	Kaplan	
6 Ellsworth	Kauffman	Secretary
7 Mike	Mayta	
8 James	Myers	
9 Ray	Rancuret	
10 Bryce	Schmidt	
11 Dorothy	Shelby	
12 Jeanette	Stucky	
13 Riley	Williams	Chairperson

AMENDED AND RESTATED BYLAWS
of
MENNONITE HOUSING REHABILITATION SERVICES, INC.

ARTICLE I

Purpose

Mennonite Housing is for people who cannot obtain home repair, decent housing, or home ownership in any other way. Our goals include:

1. To repair the homes of the low-income seniors and people with disabilities to make their homes safe and secure.
2. To rehabilitate homes and improve neighborhoods.
3. To make home ownership a reality to those with low to moderate incomes.
4. To develop and build more affordable housing options for citizens within the community.
5. To demonstrate God's unconditional love for all people.

ARTICLE II

Government

Section 1. The government and management of the Corporation shall be vested in a Board of Directors.

ARTICLE III

Officers

Section 1. The principal office of the Corporation shall be in the City of Wichita, Sedgwick County, Kansas and the registered office is 2145 North Topeka, Wichita, Sedgwick

County, Kansas, 67214. The name of the resident agent in charge thereof is Mennonite Housing Rehabilitation Services, Inc.

The corporation also may have offices at such other places as the Board of Directors may designate from time to time, even outside the State of Kansas, as the business of the Corporation may require.

ARTICLE IV

Corporate Seal

Section 1. The Corporation shall have no corporate seal.

ARTICLE V

Conveyances

Section 1. Conveyances. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures, or other instruments of conveyance, transfer, mortgage, or pledge, when approved by the Board of Directors, shall be deemed to be valid and sufficient when the same are signed and executed in the name of the Corporation (and acknowledged where required) by the President/Chief Executive Officer or the Board Chair, either with or without attestation and with or without corporate seal.

ARTICLE VI

Membership

Section 1. Membership. The members of the Corporation shall be the directors of the Corporation.

ARTICLE VII

Directors

Section 1. Number. The number of directors of the Corporation shall not be less than twelve (12) nor more than sixteen (16). At least one-third of the Board of Directors shall live in low or moderate income census tracts or certify to be low or moderate income (80% of area median income). A maximum of one-third of the Board of Directors may consist of representatives of the public sector. Directors shall be elected from time to time by a majority vote of the Board of Directors at any duly called and held annual, regular or special meeting.

Section 2. Classes of Directors. The Board of Directors of the Corporation shall be comprised of the following:

Class (A) Up to two directors to be selected from and by the membership of the Board of Community Ministries of the Lorraine Avenue Church or any such successor, board or committee.

Class (B) Up to two directors selected from and by the membership of the Mennonite Church of the Servant or any successor organization.

Class (C) Up to two directors selected from and by the membership of Hope Mennonite Church or any successor board or committee.

Class (D) Up to ten directors selected from the general public. The President/CEO and the existing directors will make recommendations for filling vacant positions.

Class A, B, and C directors will be elected to such term as designated by the sponsoring church or committee. Class D directors will be elected to two-year terms.

Each director shall have one vote on all matters which may come before the Board of Directors at any annual or special meeting. No director may be an employee of the Corporation.

Section 3. Quorum. One-half of the total number of directors shall constitute a quorum for the transaction of business. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4. Place of Meetings. The directors may hold their meetings at the registered office of the corporation in the city of Wichita, Sedgwick County, Kansas, or at such other place as they, from time to time, determine either within or without the State of Kansas.

Section 5. Compensation of Directors. Directors as such shall not receive any salary or other compensation for their services.

Section 6. Annual Meeting of the Board. The Annual Meeting of the Board of Directors shall be held in January of each year. The first order of business at such annual meeting shall be the election of the officers of the Corporation.

Section 7. Regular Meeting. Regular meetings of the Board of Directors may be held without notice, at such time and place as shall be determined from time to time by the Board of Directors.

Section 8. Special meetings. Special meetings of the Board of Directors may be called by the President/CEO or by a majority of the Board of Directors, with not less than two (2) days notice to each director, either personally, by mail or by telephone.

Section 9. Committees. The Board of Directors may designate one or more committees with such power and authority and for such period of time as the Board of Directors may determine.

Section 10. Meetings by Means of Conference Telephone or Other Similar Communications Equipment. Members of the Board of Directors of this Corporation, or any committee designated by such board, may participate in a meeting of such board or committee by

means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to the Bylaws shall constitute presence in person at such meeting.

Section 11. Consent of Directors in lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 12. Resignation of Directors. Any director may resign at any time upon filing written notice with the Corporation, and such resignation shall become effective when so filed unless some other effective date is set forth in the resignation.

Section 13. Filling of Vacancies. Vacancies may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, excluding those who have resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Each director elected to fill such vacancy shall be elected to serve the unexpired term of the director who he or she is elected to succeed.

ARTICLE VIII

Officers

Section 1. Designations of Officers. The officers shall be a Chairperson, Vice-chairperson, Secretary, Treasurer, and President/Chief Executive Officer (President/CEO). The officers of the corporation must be members of the Board of Directors of the Corporation with the exception of President/CEO who serves as paid chief executive of the corporation. No more than one office may be held by one person.

Section 2. Other Officers. The Corporation may have such other officers and agents as from time to time may be determined and appointed by the Board of Directors, and for such term as the Board of Directors may determine.

Section 3. Term and Qualification of Officers. The officers of the corporation, except as provided in Section 2 of this Article, shall hold their offices until the next annual meeting of the Board of Directors, and until their successors are chosen and qualified, unless their respective terms of office have been terminated by resignation in writing, duly filed with the secretary of the Corporation.

Section 4. Salary. The officers of the Corporation, except the President/CEO, shall serve without salary or other compensation.

Section 5. Removal of Officers. Any officer elected or appointed by the Board of Directors may be removed at any time by affirmative vote of a majority of the whole Board of Directors.

Section 6. Chairperson. The Chairperson shall be chosen from among the directors and shall preside at all meetings of the directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

When authorized by the Board of Directors, he or she shall execute contracts, bonds, mortgages, deeds and other instruments requiring the signature of the Corporation.

Section 7. Secretary. The secretary shall attend all sessions of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the Board of Director, unless such notice be waived, and shall perform such other duties as may be prescribed by the Board of Directors, under whose supervision he or she shall be.

Section 8. Treasurer. The treasurer shall have such duties as may be prescribed by the Board of Directors, and if the Board of Directors so requires, he or she shall give bond indemnifying the Corporation against larceny, theft, embezzlement, forgery, wrongful abstraction, willful misappropriation or other acts of fraud or dishonesty, in such sum and with such sureties as may be determined from time to time by the Board of Directors.

Section 9. Resignation of Officers and Filling of Vacancies. Any officer of the Corporation may resign at any time upon filing written resignation with the Corporation and such resignation shall become effective when so filed unless some other effective date is set forth in the resignation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors, and the person so chosen to fill such vacancy shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 10. President/Chief Executive Officer. The general active management of the business of the Corporation shall be conducted by a President/Chief Executive Officer (P/CEO) selected by the Board of Directors. The P/CEO shall have such areas of authority as the board may by resolution establish. Any P/CEO can be removed with or without cause by a majority

vote of the Board of Directors at any general or special meetings; provided, that this provision is subject to such employment agreement as the Corporation and P/CEO may make.

ARTICLE IX

Property Interests of Members

Section 1. Title of Property. The title to all property of the corporation shall be vested exclusively in the Corporation. Members of the Corporation shall have no economic interest in the property of the Corporation.

Section 2. Net Earnings. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, the Corporation's members, directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payment and distributions in furtherance of the purposes set forth in the Articles of Incorporation of the Corporation.

Section 3. Dissolution of Corporation. Upon the dissolution of the corporation, after the payment of the making of provisions for the payment of all liabilities of the Corporation, the Board of Directors shall dispose of all of the assets of the Corporation exclusively for the purpose of the corporation in such manner, or to such organization or organizations organized and operated exclusively for the charitable, religious, educational or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code and its Regulation as they now exist or as they may hereafter be amended, as the Board of Directors shall determine; any of such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the Corporation is then

located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are operated exclusively for such purposes.

ARTICLE X

Miscellaneous

Section 1. Execution of Checks, Demands for Money or Notes. All funds of the corporation shall be deposited in a bank or financial institution designated by the Board of Directors and all checks or demands for money or notes of the corporation shall be signed by such officer or officers or employees of the Corporation as the Board of Directors may designate from time to time.

Section 2. Fiscal Year. The fiscal year of the corporation shall be such as may be determined from time to time by the Board of Directors.

Section 3. Notices. Whenever under the provisions of these Bylaws notice is required to be given to any director or officer, it shall not be construed to require personal notice, but such notice may be given in person, by telephone, or in writing, by mail, postage paid, directed to such officers or directors, at his address as it appears on the records of the Corporation.

Section 4. Waiver of Notice. Whenever notice is required to be given under any provision of the Articles of Incorporation of these Bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at

the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Vacancies to Work No Dissolution. The failure to elect any officers or director shall not dissolve the Corporation. In the event of the failure to elect annually any officers or directors, in the event of any vacancy occurring either by death, resignation, removal or otherwise, in the Board of Directors, or in any officer, the remaining directors or officers shall have the power to act and carry on the business of the Corporation until such time as the vacancy is filled.

ARTICLE XI

Amendments

Section 1. Amendments of Bylaws. The directors shall have concurrent power to make, alter, repeal or amend any bylaw. The above Bylaws, as revised, ADOPTED BY THE BOARD OF DIRECTORS this 20th day of November, 2013.

Riley Williams

Riley Williams
Chairperson, Board of Directors

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

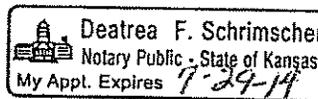
Be it remembered, that before me, Deatrea Schrimsher, a Notary Public in and for the county and State aforesaid, came Riley Williams, Chairperson, Board of Directors of Mennonite Housing Rehabilitation Service, Inc., a corporation, personally known to me to be the person who executed the foregoing instrument of writing as Chairperson, and duly acknowledged the execution of the same this 20th day of November, 2013.

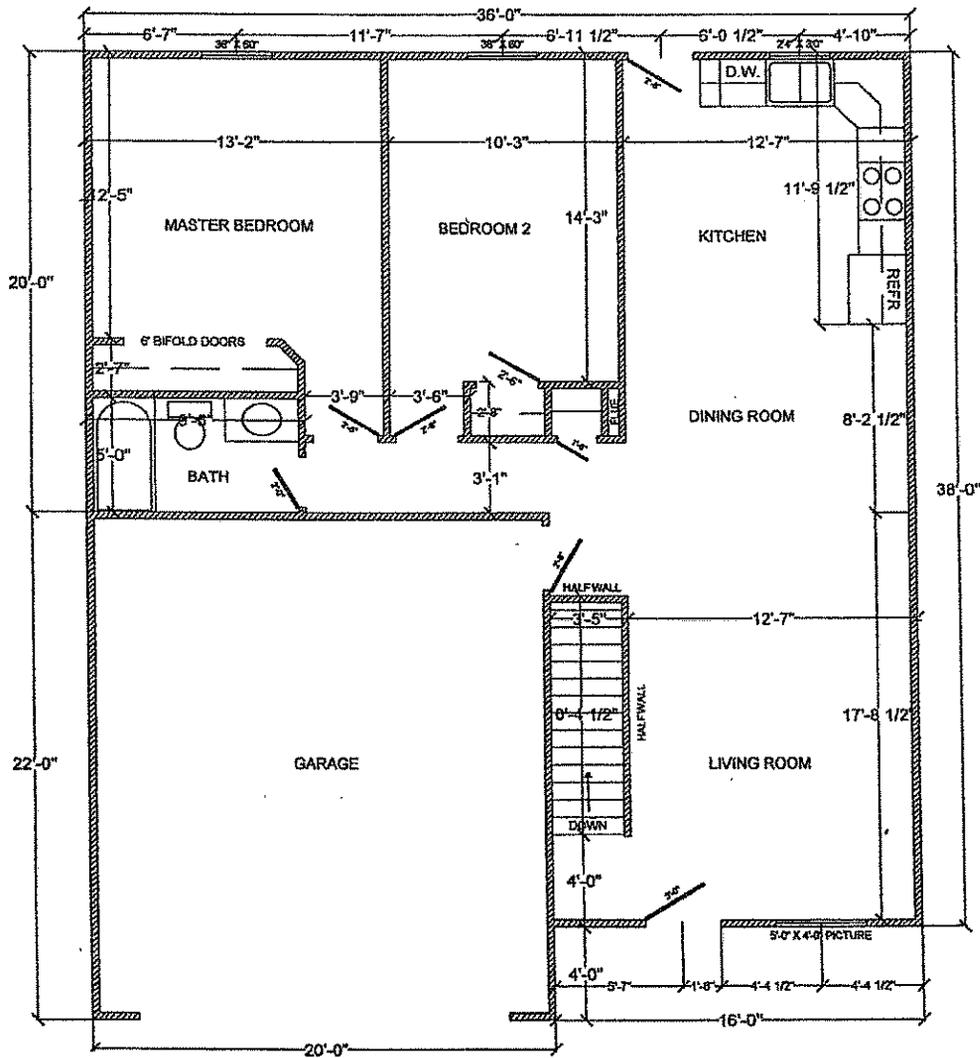
Deatrea F. Schrimsher

Notary Public

My commission expires:

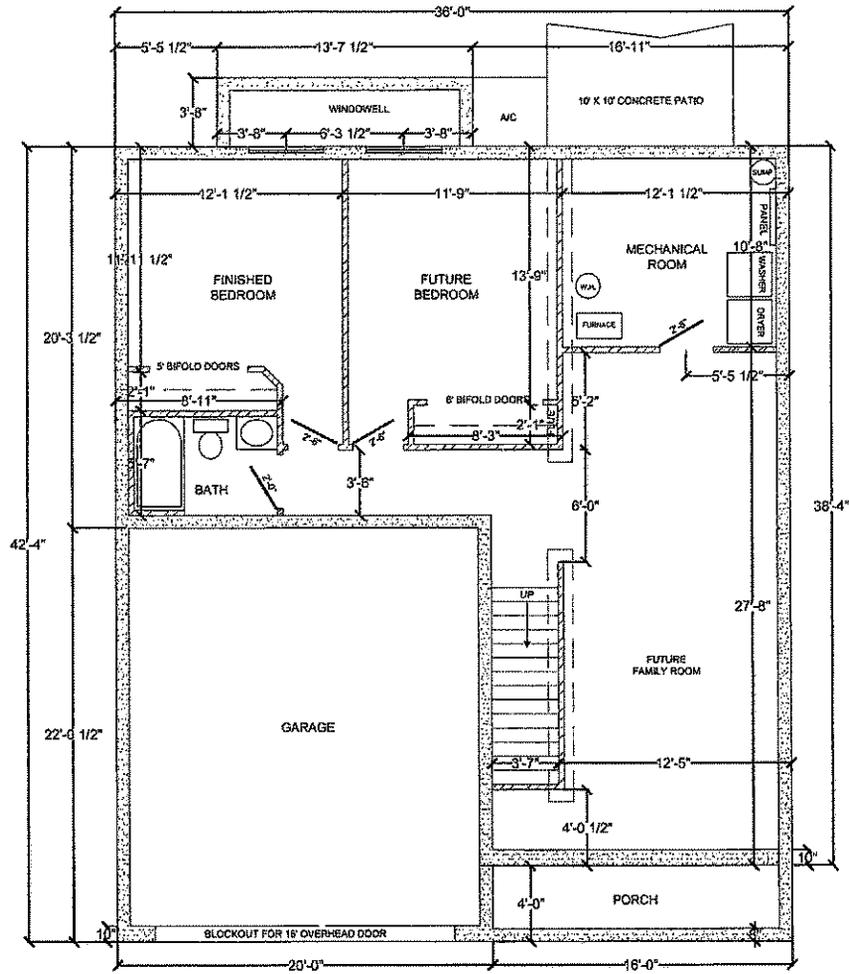
7-29-14





PLAN # 1936 M
 FIRST FLOOR: 936 SQ. FT.
 GARAGE: 440 SQ. FT.
 2/25/14

SCALE: 1/8 INCH = 1 FOOT



PLAN # 1936
 BASEMENT 926 SQ. FT.
 GARAGE : 446 SQ. FT.
 6/17/14

SCALE: 1/8 INCH = 1 FOOT

Description of Materials

U.S. Department of Housing
and Urban Development
Department of Veterans Affairs
Farmers Home Administration

HUD's OMB Approval No. 2502-0192 (exp. 03/31/2001)
and 2502-0313 (exp. 8/31/2001)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The National Housing Act (12 USC 1703) authorizes insuring financial institutions against default losses on single family mortgages. HUD must evaluate the acceptability and value of properties to be insured. The information collected here will be used to determine if proposed construction meets regulatory requirements and if the property is suitable for mortgage insurance. Response to this information collection is mandatory. No assurance of confidentiality is provided.

Proposed Construction Under Construction No. _____ (To be inserted by HUD, VA or FmHA)

Property address (Include City and State)

2321 N Fairview, Wichita,Ks.,Lots 22-24 Fairview Ave, Walter Morris & Sons 2nd Add

Name and address of Mortgagor or Sponsor

Mennonite Housing

Name and address of Contractor or Builder

Mennonite Housing rehabilitation Services Inc.
2145 North Topeka
Wichita, KS 67214

Instructions

- For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the HUD Application for Mortgage Insurance, VA Request for Determination of Reasonable Value, or FmHA Property Information and Appraisal Report, as the case may be.
- Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet. **The use of paint containing more than the percentage of lead by weight permitted by law is prohibited.**
- Work not specifically described or shown will not be considered unless required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
- Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
- Include signatures required at the end of this form.
- The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. Excavation

Bearing soil, type sandy loam

2. Foundations

Footings concrete mix 3/4" rock strength psi 3000# Reinforcing #4

Foundation wall material concrete Reinforcing #4

Interior foundation wall material concrete Party foundation wall #4 @ 4' center

Columns material and sizes _____ Piers material and reinforcing _____

Girders material and sizes _____ Sills material 2x6 SPF

Basement entrance areaway _____ Window areaways concrete

Waterproofing one coat hot tar Footing drains _____

Termite protection soil poison

Basementless space ground cover _____ insulation _____ foundation vents _____

Special foundations _____

Additional information

3. Chimneys

Material _____ Prefabricated (make and size) _____

Flue lining material Metal Heater flue size 5" Fireplace flue size _____

Vents (material and size) gas or oil heater _____ water heater Dura-Vent 5"

Additional information

4. Fireplaces

Type solid fuel gas-burning circulator (make and size) _____ Ash dump and clean-out _____

Fireplace facing _____ lining _____ hearth _____ mantel _____

Additional information

5. Exterior Walls

Wood frame wood grade, and species Spf #2 or better Corner bracing Building paper or felt Corner Bracing
 Sheathing R-Board thickness 1" width 4' solid spaced _____ o.c. diagonal _____
 Siding Smart Siding grade exterior type lap size 12" exposure 101/2 fastening galv. nails
 Shingles _____ grade _____ type _____ size _____ exposure _____ fastening _____
 Stucco _____ thickness _____ Lath _____ weight _____ lb.
 Masonry veneer _____ Sills _____ Lintels _____ Base flashing _____
 Masonry solid faced stuccoed total wall thickness _____ facing thickness _____ facing material _____
 Backup material _____ thickness _____ bonding _____
 Door sills Alum. Window sills _____ Lintels _____ Base flashing _____
 Interior surfaces dampproofing, _____ coats of _____ furring _____
 Additional information exterior walls 2 x 4 16" o.c.
 Exterior painting material Sherwin-Williams number of coats 1

6. Floor Framing

Joists wood, grade, and species _____ other 18" trusses bridging _____ anchors 1/2 x 10
 Concrete slab basement floor first floor ground supported self-supporting mix 3000# thickness 4"
 reinforcing 6x6 10/10 remesh insulation _____ membrane _____
 Fill under slab material sand thickness 4'
 Additional information _____

7. Subflooring (Describe underflooring for special floors under item 21)

Material grade and species OSB size 3/4" type T & G
 Laid first floor second floor attic _____ sq. ft. diagonal right angles
 Additional information _____

8. Finish Flooring (Wood only. Describe other finish flooring under item 21)

Location	Rooms	Grade	Species	Thickness	Width	Bldg. Paper	Finish
First floor							
Second floor							
Attic floor	sq. ft.						

Additional information _____

9. Partition Framing

Studs wood, grade, and species SPF # 2 or better size and spacing 2 x 4 16" o.c. Other _____
 Additional information _____

10. Ceiling Framing

Joists wood, grade, and species SYP pre-fab Other _____ Bridging _____
 Additional information _____

11. Roof Framing

Rafters wood, grade, and species SPF Roof trusses (see detail) grade and species _____
 Additional information _____

12. Roofing

Sheathing wood, grade, and species 7/16" OSB solid spaced _____ o.c.
 Roofing composition grade 20 yr size _____ type 3-Tab
 Underlay impregnated felt weight or thickness 15lb. size 36" fastening galv. nails/sta
 Built-up roofing _____ number of plies _____ surfacing material _____
 Flashing material galv. metal gage or weight .027 gravel stops snow guards
 Additional information _____

13. Gutters and Downspouts

Gutters material seamless aluminum gage or weight .027 size 5' shape _____
 Downspouts material seamless aluminum gage or weight .027 size 2"x3" shape rectangle number 5
 Downspouts connected to Storm sewer sanitary sewer dry-well Splash blocks material and size 12" x 36"
 Additional information _____

14. Lath and Plaster

Lath walls ceilings material _____ weight or thickness _____ Plaster coats _____ finish _____
 Dry-wall walls ceilings material sheetrock thickness 1/2" finish blown texture
 Joint treatment _____

15. Decorating (Paint, wallpaper, etc.)

Rooms	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	<u>latex paint 2 coats</u>	<u>blown texture</u>
Bath	<u>latex paint 2 coats</u>	<u>blown texture</u>
Other	<u>latex paint 2 coats</u>	<u>blown texture</u>

Additional information _____

16. Interior Doors and Trim

Doors type slab hollow core material masonite thickness 1 3/8"
 Door trim type colonial material oak Base type colonial material pine size 2 1/4"
 Finish doors pre-finished trim pre-finished
 Other trim (item, type and location) _____
 Additional information _____

17. Windows

Windows type single hung make MI material vinyl sash thickness 1 1/2"
 Glass grade Lo E sash weights balances, type _____ head flashing _____
 Trim type _____ material _____ Paint _____ number coats _____
 Weatherstripping type bulb material rubber Storm sash, number _____
 Screens full half type _____ number all screen cloth material nylon
 Basement windows type slider 4 x 4 (2) material vinyl screens, number 5 Storm sash, number _____
 Special windows 5' x 4' picture-no screen
 Additional information _____

18. Entrances and Exterior Detail

Main entrance door material steel - insulated width 3' thickness 1 3/4" Frame material wood thickness 1 3/4"
 Other entrance doors material Lo E full view width 32" thickness 1 3/4" Frame material wood thickness 1 3/4"
 Head flashing galv. metal Weatherstripping type bulb saddles interlocking
 Screen doors thickness _____ number _____ screen cloth material _____ Storm doors thickness _____ number _____
 Combination storm and screen doors thickness 1 1/8' number 1 screen cloth material nylon
 Shutters hinged fixed Railings _____ Attic louvers 3
 Exterior millwork grade and species Cedar Paint latex number coats 2
 Additional information _____

19. Cabinets and Interior Detail

Kitchen cabinets, wall units material pressed board with solids lineal feet of shelves per plan shelf width 12"
 Base units material pressed board with solids counter top formica edging formica
 Back and end splash ceramic tile Finish of cabinets pre-finished number coats 2
 Medicine cabinets make _____ model _____
 Other cabinets and built-in furniture _____
 Additional information _____

20. Stairs

Stair	Treads		Risers		Strings		Handrail		Balusters	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement	wood	1 1/2"	wood	3/4"	wood	2 x 12	wood-oak	1 3/4"		
Main										
Attic										

Disappearing make and model number _____

Additional information Stairglide

21. Special Floors and Wainscot (Describe Carpet as listed in Certified Products Directory)

Floors	Location	Material, Color, Border, Sizes, Gage, Etc.	Threshold Material	Wall Base Material	Underfloor Material
		Kitchen	sheet vinyl	aluminum	wood
	Bath	sheet vinyl all vinyl \$24.00 allowance	aluminum	wood	plywood
	Entry	sheet vinyl	aluminum	wood	plywood
	Other	Carpet to meet or exceed UM-44-D requirements	aluminum	wood	plywood

Wainscot	Location	Material, Color, Border, Cap. Sizes, Gage, Etc.	Height	Height Over Tub	Height in Showers (From Floor)
		Bath			

Additional information _____

22. Plumbing

Fixture	Number	Location	Make	MFR's Fixture Identification No.	Size	Color
Sink	1	kitchen	Dayton	D223224	22"x33"	stainless
Lavatory	2	baths	U/R	oval self-rimming	20"x17"	white
Water closet	2	baths	U/R	Amega 1.5	standard	white
Bathtub						
Shower over tub	2	hall/basement	U/R	Fiberglass tub/Shower combo	5'	white
Stall shower						
Laundry trays						

Bathroom accessories Recessed material _____ number _____ Attached material Chrome number 3

Additional information Bathroom Accessories- Delta or equivalent

Curtain rod Door Shower pan material _____ * (Show and describe individual system in complete detail in separate drawings and specifications according to requirements.)

Water supply public community system individual (private) system*

Sewage disposal public community system individual (private) system*

House drain (inside) cast iron tile other plastic House sewer (outside) cast iron tile other plastic

Water piping galvanized steel copper tubing other Wirsbo PEX Sill cocks, number 2

Domestic water heater type natural gas make and model General heating capacity 36,000 btu gph. 100° rise.

Storage tank material steel - glass lined capacity 40 gallons

Gas service utility company liq. pet. gas other _____ Gas piping cooking house heating

Footing drains connected to storm sewer sanitary sewer dry well Sump pump make and model Blue Agle capacity 40 gallon 10"lift discharges into splash block

Additional information Active Radon System
Whirlaway 291 Garbage Disposal

23. Heating

Hot water Steam Vapor One-pipe system Two-pipe system
Radiators Convector Baseboard radiation Make and model
Radiant panel floor wall ceiling Panel coil material
Circulator Return pump Make and model capacity gpm.
Boiler make and model Output Btuh. net rating Btuh.

Warm air Gravity Forced Type of system perimeter registers
Duct material supply sheet metal return sheet metal Insulation fiberqlas thickness 1" Outside air intake
Furnace: make and model Guardian Input 75,000 Btuh. output 60,000 Btuh.

Space heater floor furnace wall heater Input Btuh. output Btuh. number units
Make, model
Additional information

Controls make and types White Rodgers (Heat/Cool)
Additional information

Fuel: Coal oil gas liq. pet. gas electric other storage capacity
Additional information

Firing equipment furnished separately Gas burner, conversion type Stoker hopper feed bin feed
Oil burner pressure atomizing vaporizing
Make and model

Control
Additional information

Electric heating system type Input watts @ volts output Btuh.
Additional information

Ventilating equipment attic fan, make and model capacity cfm.
kitchen exhaust fan, make and model Broan ductless

Other heating, ventilating, or cooling equipment exhaust fans in baths Nutone 70 cfm
Additional information

24. Electric Wiring

Service overhead underground Panel fuse box circuit-breaker make Square D AMP's 1 No. circuits
Wiring conduit armored cable nonmetallic cable knob and tube other
Special outlets range water heater other A/C furnac. dryer sewage lift
Doorbell Chimes Push-button locations front door
Additional information

25. Lighting Fixtures

Total number of fixtures 19 Total allowance for fixtures, typical installation, \$ 450.00
Nontypical installation
Additional information

26. Insulation

Location	Thickness	Material, Type, and Method of Installation	Vapor Barrier
Roof			
Ceiling	R-38	blown cellulose	
Wall	R-15	blown cellulose	
Floor			
Basemen	R-13	Fiberglas batt	

27. Miscellaneous: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

Carpet allowance \$14.50 per yard Vinyl allowance \$24.00 per yard
 Appliance allowance \$700
 Lighting allowance \$450

Hardware (make, material, and finish.)

Better Homes Products brass, dull chrome, antique brass

Special Equipment (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

Porches

Front per plan Patio 10' X 10'

Terraces

Garages

concrete floor 16" x 7' overhead door

Walks and Driveways

Driveway width 18' base material sand thickness 4" surfacing material concrete thickness 4"
 Front walk width 48" material concrete thickness 4" Service walk width material thickness
 Steps material concrete treads risers Cheek walls

Other Onsite Improvements

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)

Landscaping, Planting, and Finish Grading

Topsoil varies thick front yard side yards rear yard to property line feet behind main building
 Lawns (seeded, sodded, or sprigged) front yard seeded side yards seeded rear yard seeded
 Planting as specified and shown on drawings as follows:
 Shade trees deciduous caliper Evergreen trees to B & B
 Low flowering trees deciduous to Evergreen shrubs to B & B
 High-growing shrubs deciduous to Vines, 2-year
 Medium-growing shrubs deciduous to Other
 Low-growing shrubs deciduous to

Identification—This exhibit shall be identified by the signature of the builder, or sponsor, and/or the proposed mortgagor if the latter is known at the time of application.

Date (mm/dd/yyyy)

Signature

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: Emergency Stormwater Main Repairs at Industrial and I-235 (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Ratify and approve the emergency stormwater main repairs, approve the increase in expenditure authority and related budget adjustments, and authorize the necessary signatures.

Background: On August 28, 2015, electrical service was disrupted at Sewage Treatment Plant No. 1. During the disruption of service, pumps were not operating and an overflow of raw sewage was noticed within the Wichita drainage canal. Upon investigation, a box structure located at the crossing of two stormwater pipes and a sanitary sewer pipe was found. Deterioration caused holes in the stormwater pipes. While the plant pumps were down, the sanitary sewer level rose over the storm water pipes and entered into the holes, causing the discharge through the storm pipes, into the canal. It was also discovered that the same piping situation occurs within a parallel sanitary sewer. Staff plugged the pipes to prevent any further discharge until a deemed permanent solution could be identified and implemented.

Analysis: The repair work was undertaken as a public exigency because of the potential for flooding in the area drained by the stormwater line that had to be plugged to mitigate any future release of untreated sanitary wastewater.

Due to the depth of pipes and difficulty of bypassing large volumes of sanitary sewage, the repairs necessary required an outside contractor with specialized equipment. Staff contacted several contractors for informal bids. Two contractors responded with bids, and Wildcat Construction was selected to perform the work.

Financial Considerations: Costs for the repairs were originally estimated to range from \$200,000 to \$250,000. However, following approval of the exigency memo, actual contractor bids received increased the estimated project cost to approximately \$600,000. A budget adjustment in this amount will be necessary to provide additional expenditure authority for the repairs from the Stormwater Utility Fund.

Legal Considerations: City Ordinance 2.64.020(a), "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. The City Manager approved proceeding with the project on September 3, 2015.

Recommendations/Actions: It is recommended that City Council ratify the City Manager's emergency approval of the repairs, approve the increase in expenditure authority and related budget adjustments, and authorize the necessary signatures.

Attachment: Memo to the City Manager.



INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
Through Alan King, Director of Public Works & Utilities *ADK*, *SAL*

FROM: Gary Janzen, City Engineer *GJ*

DATE: September 3, 2015

SUBJECT: Emergency Storm Water Sewer Replacement & Sanitary Sewer Repair
north of Sewage Treatment Plant #1

On Friday, August 28th, 2015, the electrical service was disrupted at Sewage Treatment Plant #1. During this time when pumps were not operating, an overflow of raw sewage was noticed within the Wichita Drainage Canal. Upon investigation, it was discovered that two 30 inch storm water sewer pipes cross through a 78 inch sanitary sewer pipe that was constructed back in the 1950's. There is a box structure at this crossing. It was found that the storm water pipes within the box structure have deteriorated enough to have small holes. During the time when the plant pumps were down, the sanitary sewer level rose over the storm water pipes and entered the holes, thus causing the discharge through the storm pipes and into the canal. At this point, staff has plugged the storm pipes to prevent any further discharge but a repair must be made as quickly as possible. Upon further investigation, the same piping situation occurs within a parallel 60 inch sanitary sewer that was constructed in the 1980's. To prevent any future issues, both locations will be repaired at the same time.

The repairs will require an outside contractor with specialized equipment due to the depth of the pipes and the difficulty of bypassing large volumes of sanitary sewage. Staff met on site with numerous contractors on September 2 to discuss the scope of the work and to request informal bids, which are to be received at 4:00 pm today.

Funding will be from the Storm Water Utility Hot Spot program and inspection of the project will be performed by Public Works & Utilities Engineering staff. An estimated range for the cost of repairs is \$200,000.00 to \$250,000.00.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

A handwritten signature in black ink, appearing to read 'Robert Layton', written over a horizontal line.

Robert Layton, City Manager

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: Healthcore Clinic, Inc., Hold Harmless Agreement (District I)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the hold harmless agreement.

Background: Healthcore Clinic, Inc., was previously provided permits to construct improvements on Lot 1, Block 1, in the Center for Health and Wellness Addition, south of 21st Street North and west of Grove, including an encroachment within the City's utility easement.

Analysis: The proposed agreement allows Healthcore Clinic, Inc., to leave the previous encroachments in the easement and construct additional improvements, including a building footing, private storm sewer and stairwell, over and across the same utility easement, located within Lot 1, Block 1, in the Center for Health and Wellness Addition. The agreement further provides that Healthcore Clinic, Inc., waives all rights of action in law arising out of the encroachment into the easement. Additionally, the agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of any future sanitary sewer line or any other infrastructure owned by the Utility, and from claims resulting from maintenance, replacement or upgrade of lines, manholes, and other City property in the easement.

Financial Considerations: There are no financial considerations associated with the approval of this agreement.

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

Recommendations/Actions: It is recommended that the City Council approve the hold harmless agreement and authorize the necessary signatures.

Attachment(s): Hold harmless agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 10th day of September, 2015, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND HEALTHCORE CLINIC INC, hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted an Easement, herein after described as The South 9 feet of the West 180 feet of Lot 1, Block 1, Center for Health & Wellness Addition, Wichita, Sedgwick County, Kansas

WHEREAS, the Owner desires to occupy and construct improvements over the previously described section of said Easement, to wit, hereinafter referred to as Tract "A" (see attached Exhibit showing proposed encroachment and location).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements, over and across the aforesaid Easement.
- (2) The Owner agrees that it will not begin construction of the improvement on, over and across the said Easement without first obtaining the City's written approval of any and all plans and specifications for such improvement.
- (3) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any public utility within the Easement, and the same repair and/or maintenance is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the City may remove or damage any structure on the easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement.

In any other event that any public utility within the easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) allow the City to remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement; (b) remove the said encroachment and clear the Easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the public utility. After being notified by the City of the planned repair, maintenance or construction, the Owner shall have thirty (30) days to notify the City of its option and, if removal

of the structure was selected, to complete the removal. If the Owner fails to remove the structure or agree to pay the costs of tunneling under the encroachment within thirty (30) days, the City may remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement. The time to select an option or remove the structure may be extended by the City in writing.

- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said Easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the utility within the above described Easement.
- (6) This Agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this Agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

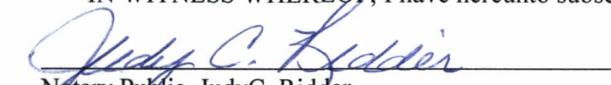
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

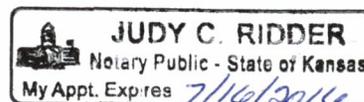

Teresa Lovelady, CEO of HealthCore Clinic Inc

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of September, 2015, before me, a Notary Public, in and fore said county and state, came Teresa Lovelady, CEO of HealthCore Clinic Inc, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.


Notary Public, JudyC. Ridder
My Commission Expires: July 16, 2016



CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor
City

ATTEST:

City Clerk

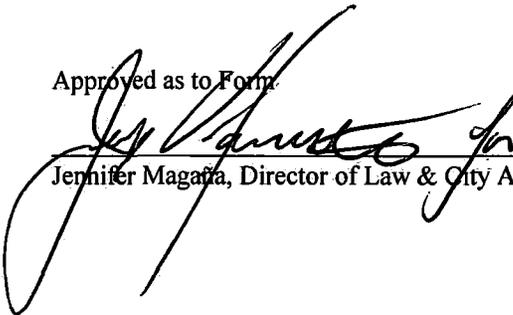
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me, a Notary Public, in and fore said county and state, came, Jeff Longwell, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

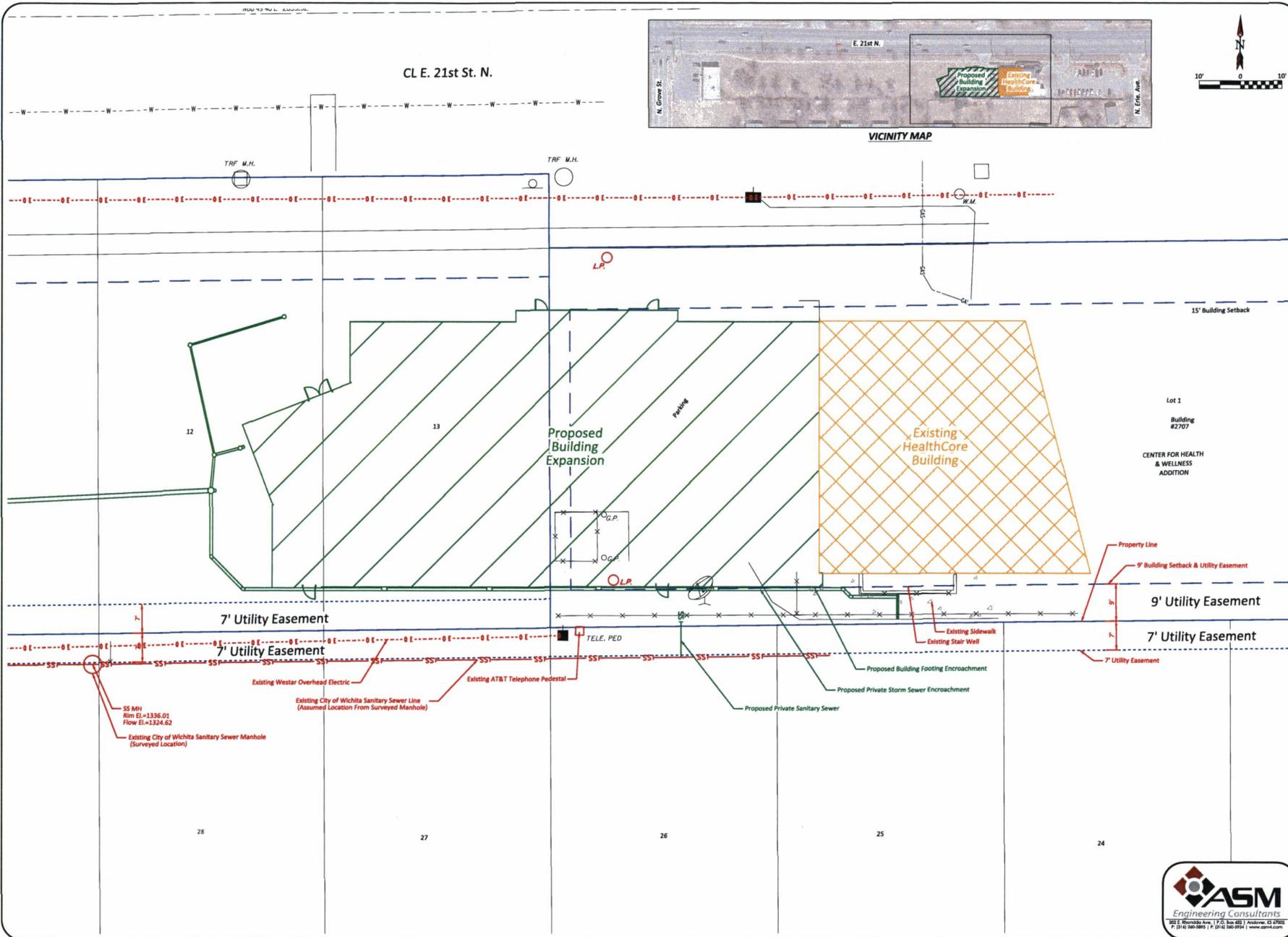
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public
My Commission Expires: _____

Approved as to Form



Jennifer Magaña, Director of Law & City Attorney



DATE: 08-31-15
 Rev. 1 - Addressed
 City Comments



project no. 1505

HEALTHCORE CLINIC:
 ADDITION & ALTERATIONS
 2707 E. 21ST STREET
 WICHITA, KANSAS

sheet
1 OF 1
 EXHIBIT A
 HOLD HARMLESS
 AGREEMENT



City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: Buffalo Park Improvements Amending Resolution (District V)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Adopt the amended bonding resolution.

Background: On October 6, 2015, the City Council approved a revised budget and an amended bonding resolution for Buffalo Park improvements. These improvements include a restroom/shelter building, spray park, improved parking and “neighborhood green.”

Receipt of a Land and Water Conservation Fund grant and bid responses that exceeded the Engineer’s Estimate necessitated the funding adjustments and amended bonding resolution.

Analysis: A technical correction to the amended bonding resolution is needed prior to final signatures and publication. The recommended action would adopt the amending resolution in the correct format. There is no increase in budget or additional work being authorized with this amending resolution. It simply allows the City to publish the resolution in the most current format approved by Law.

Financial Considerations: There is no financial impact to the recommended action. It is a technical adjustment that places the amended bonding resolution in the most current format. It does not change the cost or scope of the improvements.

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

Recommendations/Actions: It is recommended that the City Council adopt the amended bonding resolution and authorize the necessary signatures.

Attachment(s): Amending resolution.

RESOLUTION NO. 15-343

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-036 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by Resolution No. 15-036 of the City (the “Prior Resolution), authorized the following described public improvements:

Labor, material, and equipment necessary for design and construction of an interactive water feature (spray park), restroom/shelter building, bicycle pump track, landscaping and parking lot improvements.

for use by the Board (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$1,650,000 in accordance with specifications prepared or approved by the Board.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 15-036 made on or after the date which was 60 days before the date of adoption of Resolution No. 15-036 and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date which

was 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. Resolution No. 15-332 of the City of Wichita is hereby repealed.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

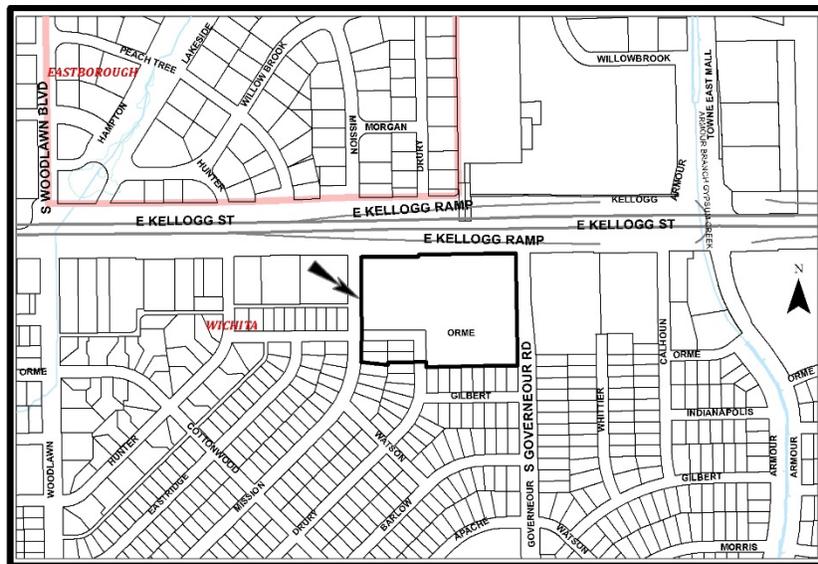
SUBJECT: SUB2015-00015 -- Plat of Scholfield Honda Commercial 2nd Addition Located East of Woodlawn, on the South Side of Kellogg (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of one lot on 10.61 acres. A zone change (ZON2015-00010) has been approved from Single-Family Residential (SF-5) to Limited Commercial (LC). The site is subject to the Scholfield Honda Commercial Community Unit Plan (CUP2015-00003, DP-305).

Analysis: Sewer service is available to serve the site. The applicant has submitted 100 percent Petitions and a Certificate of Petition for water and traffic improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Street Return Closure Certificate regarding street returns required to be closed. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The site is within the noise impact area of McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to

conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Drive Approach Closure Certificate, Street Return Closure Certificate, Notice of CUP, Avigational Easement, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachment(s): Certificate of Petition
Drive Approach Closure Certificate
Street Return Closure Certificate
Notice of CUP
Avigational Easement
Restrictive Covenant
Ordinance
Resolutions

Published in The Wichita Eagle on October 30, 2015

ORDINANCE NO. 50-099

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00010

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Scholfield Honda Commercial 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located East of Woodlawn, on the South Side of Kellogg.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 27 day of October, 2015.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on October 23, 2015)

RESOLUTION NO. 15-344

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (MEDIAN PAVING IMPROVEMENTS – SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION/SOUTH OF KELLOGG, EAST OF WOODLAWN) (472-85247).

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

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

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

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

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

Construction of median pavement improvements for an access point through the Gouverneur Road median at Gilbert Street, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-Two Thousand Dollars (\$22,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

SCHOLFIELD HONDA 2ND COMMERCIAL ADDITION

Lot 1, Block A

(d) The method of assessment is: **Lot 1, Block A, Scholfield Honda Commercial 2nd Addition shall pay 100 percent of the total cost of the improvements.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 1* of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on October 23, 2015)

RESOLUTION NO. 15-345

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION/SOUTH OF KELLOG, EAST OF WOODLAWN) (448-90697).

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

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

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

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Ten Thousand Dollars (\$10,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION

Lot 1, Block A

(d) The method of assessment is: **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on October 20, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company and V & B Scholfield, L.P., a Kansas limited partnership, owners of Scholfield Honda Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

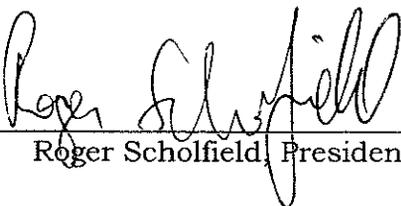
- 1. Water Line Improvements
- 2. Median Access Point on Gouverneur Road at Gilbert

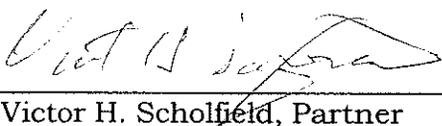
As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Scholfield Honda Commercial 2nd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 24 day of September, 2015.

RJ Realty, LLC a/k/a R.J. Realty, LLC

V & B Scholfield, L.P.

By: 
Roger Scholfield, President

By: 
Victor H. Scholfield, Partner

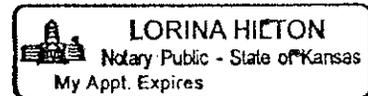
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Notary Public



(My Commission Expires: 03-01-19)

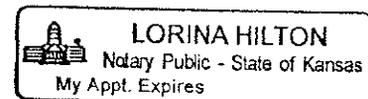
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victor H. Scholfield, as Partner of V & B Scholfield, L.P., a Kansas limited partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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



Notary Public



(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

DRIVE APPROACH CLOSURE CERTIFICATE

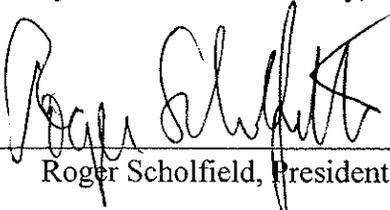
Sedgwick County)
State of Kansas) SS:

RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, and V & B Scholfield, L.P., a Kansas limited partnership, owner(s) of that certain real property to be known as **Scholfield Honda Commercial 2nd Addition, Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Mission Road in excess of the three allowed per said platting requirements shall be closed, any existing drive approaches on Kellogg Drive in excess of the three allowed per said platting requirements shall be closed, and any existing drive approaches on Gouverneur Road in excess of the two allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 24 day of September, 2015.

RJ Realty, LLC a/k/a R.J. Realty, LLC

By: 

Roger Scholfield, President

V & B Scholfield, L.P.

By: 

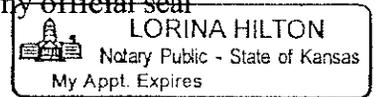
Victor H. Scholfield, Partner

*

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Lorina Hilton

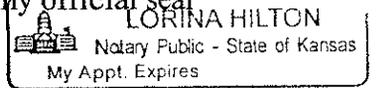
Notary Public

(My Commission Expires: 03-01-19)

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victor H. Scholfield, as Partner of V & B Scholfield, L.P., a Kansas limited partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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



Lorina Hilton

Notary Public

(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

STREET RETURN CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

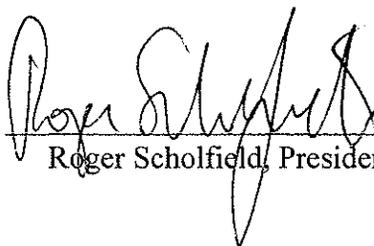
RJ Realty, LLC a/k/a R.J. Realty, LLC a Kansas limited liability company, and V & B Scholfield, L.P., a Kansas limited partnership, owner(s) of that certain real property to be known as Scholfield Honda Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, are in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, the street returns on Drury Ln. and Orme St. (at Mission Rd. and Gouverneur Rd.) shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such street returns are closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

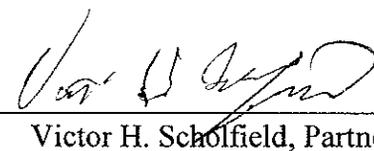
Signed this 24 day of September, 2015.

RJ Realty, LLC a/k/a R.J. Realty, LLC

V & B Scholfield, L.P.

By: 

Roger Scholfield, President

By: 

Victor H. Scholfield, Partner

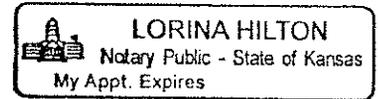
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Lorina Hilton

Notary Public



(My Commission Expires: 03-01-19)

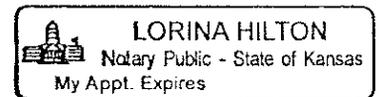
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victor H. Scholfield, as Partner of V & B Scholfield, L.P., a Kansas limited partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

Lorina Hilton

Notary Public



(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 24 day of September, 2015, by RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company and V & B Scholfield, L.P., a Kansas limited partnership, hereinafter called Declarants.

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION

Lot 1, Block A

and

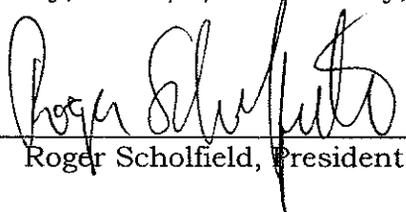
WHEREAS, Declarants are desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Scholfield Honda Commercial Community Unit Plan (DP-305).

NOW, THEREFORE, the Declarants want to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property. The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

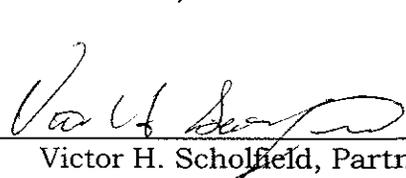
The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said Scholfield Honda Commercial 2nd Addition.

EXECUTED the day and year first written above.

RJ Realty, LLC a/k/a R.J. Realty, LLC

By: 
Roger Scholfield, President

V & B Scholfield, L.P.

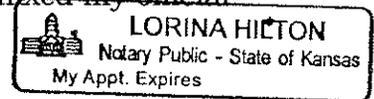
By: 
Victor H. Scholfield, Partner

x

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



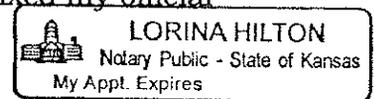
Lorina Hilton
Notary Public

(My Commission Expires: 03-01-19)

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victor H. Scholfield, as Partner of V & B Scholfield, L.P., a Kansas limited partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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



Lorina Hilton
Notary Public

(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 24 day of September 2015 by RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company and V & B Scholfield, L.P., a Kansas limited partnership, Grantors hereof, do hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION

Lot 1, Block A

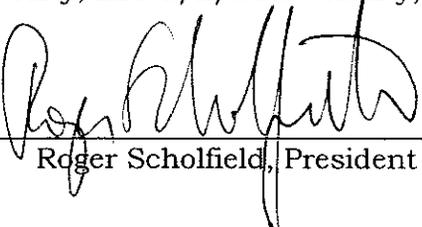
By virtue of this easement, the grantor, for and on behalf of the Grantor and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

EXECUTED the day and year first above written.

RJ Realty, LLC a/k/a R.J. Realty, LLC

By: 

Roger Scholfield, President

V & B Scholfield, L.P.

By: 

Victor H. Scholfield, Partner

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 04 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Lorina Hilton

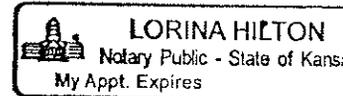
Notary Public

(My Commission Expires: 03-01-19)

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 04 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victor H. Scholfield, as Partner of V & B Scholfield, L.P., a Kansas limited partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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



Lorina Hilton

Notary Public

(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 29 day of September, 2015, by RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company and V & B Scholfield, L.P., a Kansas limited partnership, the "Declarants",

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

SCHOLFIELD HONDA COMMERCIAL 2ND ADDITION

Lot 1, Block A

WHEREAS, the Declarants' property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well-being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarants hereby declare that Scholfield Honda Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

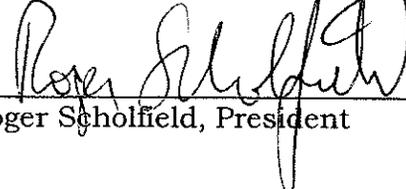
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

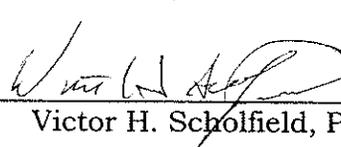
x

Executed the date and year first above written.

RJ Realty, LLC a/k/a R.J. Realty, LLC

V & B Scholfield, L.P.

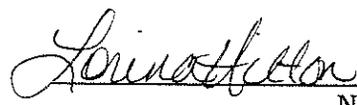
By: 
Roger Scholfield, President

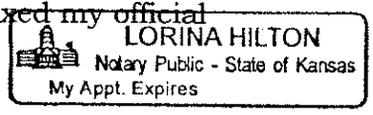
By: 
Victor H. Scholfield, Partner

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24 day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Roger Scholfield, as President of RJ Realty, LLC a/k/a R.J. Realty, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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





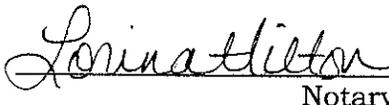
Notary Public

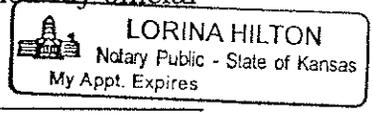
(My Commission Expires: 03-01-19)

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

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





Notary Public

(My Commission Expires: 03-01-19)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

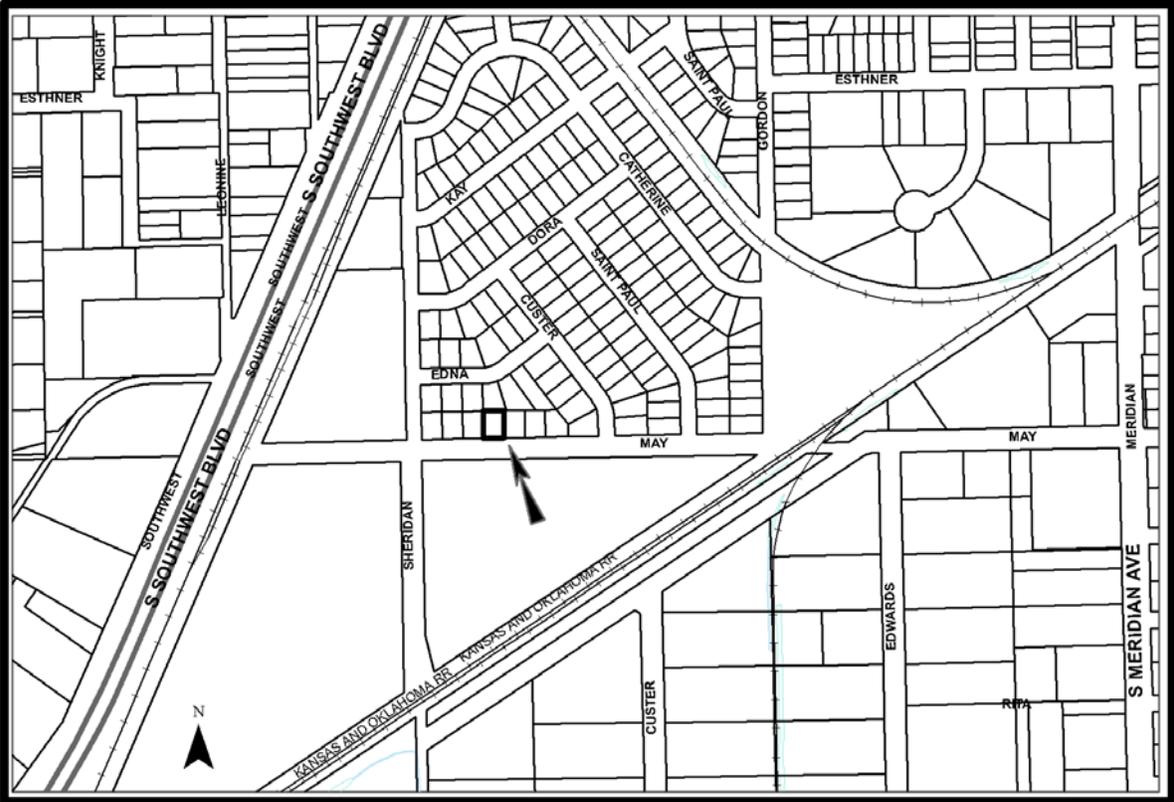
City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council
SUBJECT: ZON2015-00032 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located Midway Between Harry Street and Pawnee Avenue, East of Sheridan Avenue, on the North Side of May Street. (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board IV recommended approval of the request (7-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 75-foot (x) 100-foot SF-5 Single-Family Residential (SF-5) zoned site. The subject site, Lot 15, Block 11, Downtains 1st Addition, is located 220 feet east of Sheridan Avenue on the north side of May Street.

Extensive LI limited Industrial (LI) zoned land, active railroad tracks and Kansas Highway K-42 define the boundaries of the subject site's small single-family residential neighborhood. SF-5 zoned single-family residences (built mid and late 1950s and 1970) abut and are adjacent to the east, west and north sides of the subject site. A TF-3 zoned duplex (built 1977) is located the next block northeast of the subject site. LI zoned vacant land and railroad tracks are located three blocks east of the site. The LI zoned Metal Fab steel fabrication facility (built 1972-2007) is located south of the site, across May Street. More LI zoned manufacturing facilities, office-warehousing and similar uses, with some undeveloped lands are located a half a block west of the site, across Sheridan Avenue, and a half block south of the site, across May Street and active railroad tracks.

Analysis: On September 14, 2015, District Advisory Board (DAB) IV considered the requested TF-3 zoning. There were protesters at the DAB IV meeting. DAB IV voted 7-0 to approve the request.

On September 17, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protesters at the MAPC meeting. The MAPC voted 13-0 to approve the requested CBD zoning. Planning staff has not received protests to the request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

Attachment(s):

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-100

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00032

Zone change from Single-Family Residential (“SF-5”) to Two-Family Residential (“TF-3”) on an approximately 7,500-square foot property described as:

Lot 15, Block 11, Downtain’s 1st Addition, Wichita, Sedgwick County, Kansas, generally located midway between Harry Street and Pawnee Avenue, east of Sheridan Avenue, on the north side of May Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE SEPTEMBER 17, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00032 (Deferred from the 9-3-15 Hearing) - K & A Holdings, LLC, c/o Rodney Ketzner and Isaiah Ast request a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lot 15, Block 11; Downtain's 1st Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 75-foot (x) 100-foot SF-5 Single-Family Residential (SF-5) zoned site. The subject site, Lot 15, Block 11, Downtains 1st Addition, is located 220 feet east of Sheridan Avenue on the north side of May Street.

Extensive LI limited Industrial (LI) zoned land, active railroad tracks and Kansas Highway K-42 define the boundaries of the subject site's small single-family residential neighborhood. SF-5 zoned single-family residences (built mid and late 1950s and 1970) abut and are adjacent to the east, west and north sides of the subject site. A TF-3 zoned duplex (built 1977) is located the next block northeast of the subject site. LI zoned vacant land and railroad tracks are located three blocks east of the site. The LI zoned Metal Fab steel fabrication facility (built 1972-2007) is located south of the site, across May Street. More LI zoned manufacturing facilities, office-warehousing and similar uses, with some undeveloped lands are located a half a block west of the site, across Sheridan Avenue, and a half block south of the site, across May Street and active railroad tracks.

CASE HISTORY: The site is platted as Lot 15, Block 11, Downtains 1st Addition, which was recorded with the Register of Deeds on May 11, 1955.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5, LI Single-family residences, two duplexes, railroad tracks

SOUTH: LI Steel fabrication building, railroad tracks, manufacturing, office-warehousing, vacant land

WEST: SF-5, LI Single-family residences, office-warehousing

EAST: SF-5, LI Single-family residences, railroad tracks

PUBLIC SERVICES: The site has access to May Street, a paved two-lane local street. May Street intersects with K-42 Highway two-blocks west of the site. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2013 Land Use Guide of the Comprehensive Plan" identifies the SF-5 zoned site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary

and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site's current SF-5 zoning allows single-family residential, as well as some institutional uses, but not duplexes, by right. The proposed TF-3 zoning allows a duplex, as well as single-family residential and some institutional uses by right. Both the current SF-5 zoning and the requested TF-3 zoning conform to the urban residential category. If approved, the requested TF-3 zoning will permit the second duplex into the neighborhood.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** Extensive LI zoned land, active railroad tracks and Kansas Highway K-42 define the boundaries of the subject site's small single-family residential neighborhood. SF-5 zoned single-family residences (built mid and late 1950s and 1970) abut and are adjacent to the east, west and north sides of the subject site. A TF-3 zoned duplex (built 1977) is located the next block northeast of the subject site. LI zoned vacant land and railroad tracks are located three blocks east of the site. The LI zoned Metal Fab steel fabrication facility (built 1972-2007) is located south of the site, across May Street. More LI zoned manufacturing facilities, office-warehousing and similar uses, with some undeveloped lands are located a half a block west of the site, across Sheridan Avenue, and a half block south of the site, across May Street and active railroad tracks.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The SF-5 zoned property faces a two-block long, LI zoned metal steel fabrication facility and its parking lot. The site's SF-5 zoned neighborhood is located against the east edge of an extensive area of LI zoned lands, beginning at Kellogg Street (north) to 47th Street South, extending to the Big Ditch on its west side and at points to Meridian Avenue on its east side. The site and the neighborhood are located over the All Hollows groundwater contamination plume, which reflects the industrial nature of the surrounding area. The site's location makes it less desirable for any residential development.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences and some institutional uses by right. The request would not introduce TF-3 zoning into the area.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. If approved a duplex would be the first residence built in the neighborhood since 1977, when the only other duplex was built. Denial of the request could impose a financial hardship on the owner.

- (5) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2013 Land Use Guide of the Comprehensive Plan” identifies the SF-5 zoned site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site’s current SF-5 zoning allows single-family residential, as well as some institutional uses, but not duplexes, by right. The proposed TF-3 zoning allows a duplex, as well as single-family residential and some institutional uses by right. Both the current SF-5 zoning and the requested TF-3 zoning conform to the urban residential category. If approved, the requested TF-3 zoning will permit the second duplex into the neighborhood.
- (6) Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities, as a result of the proposed TF-3 zoning, can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

RICHARDSON asked if any protests were received from surrounding property owners.

LONGNECKER said he has not received any written or verbal protests on the application. He added that the DAB approved it unanimously.

There were no public comments.

MOTION: To approve subject to staff recommendation.

GOOLSBY moved, **RAMSEY** seconded the motion, and it carried (13-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Janet Johnson, Office of Community Services
SUBJECT: ZON2015-00032, a request for TF-3 Two-Family Residential
DATE: Oct. 5, 2015

On Monday, Sept. 14, the District IV Advisory Board considered a request for a zoning change to TF-3 Two-Family Residential zoning generally located midway between Harry Street and Pawnee Avenue, east of Sheridan Avenue on the north side of May Street. The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 75-foot (x) 100-foot SF-5 Single-Family Residential (SF-5) zoned site.

DAB members asked the following questions:

DAB? Is it currently vacant without structures? **A:** Yes.

DAB? Directly south of the property is all commercial? **A:** Yes.

DAB? How is denial of zoning changes an economic hardship? **A:** It's due to a loss of economic opportunity.

Motion: The District Advisory Board recommended that the request be approved.

Result: Motion passed 7-0.

Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 120-foot (x) 191.85-foot (23,022-square foot) SF-5 Single-Family Residential (SF-5) zoned site. The subject site, Lots 19 and 20, Block 17, Fruitvale Park Addition, is located a block south of Central Avenue on the southeast corner of Hoover Avenue and Newell Street. The site is also located approximately 300 feet east of Interstate Highway I-235.

The subject site has SF-5 zoned single-family residences abutting its south and east sides; built 1970, 1931, 1950 and 1954. The site and these abutting properties are part of a mostly SF-5 zoned, single-family residential neighborhood that is located south, east and west of the site. Most of the residences in the neighborhood are small (+/- 1,000-square feet), wood framed homes, having been built in the 1940s. A SF-5 zoned civic organization, the Serenity Club of Wichita, is located directly west of the site, across Hoover Avenue. TF-3 zoned single-family residences (most built in the 1940s) and a few duplexes (built 1970s or later) are located north and northwest of the site, across Newell Street. With the exception of a single-family residences currently being built southwest of the site, it appears that the most recent residential development in the area are two duplexes built in 2009, located northwest of the site. The residential development located north of the site eventually ends up against LC Limited Commercial (LC) zoned older, small scale commercial development located along the arterial Central Avenue. The immediate area north, west and east of the site, also has some SF-5 zoned properties that appear to have been split by sale, resulting in small properties that are less than 5,000-sqaure feet in area.

Analysis: On September 16, 2015, District Advisory Board (DAB) VI considered the requested TF-3 zoning. There were protesters at the DAB VI meeting. DAB VI voted 7-0 to approve the request.

On September 17, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protesters at the MAPC meeting. The MAPC voted 13-0 to approve the requested TF-3 zoning. Planning staff has not received protests to the request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

Attachment(s):

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-101

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00033

Zone change from Single-Family Residential (“SF-5”) to Two-Family Residential (“TF-3”) on an approximately 0.25-acre property described as:

Lots 19 and 20, Block 17, Fruitvale Park Addition, Wichita, Sedgwick County, Kansas, generally located south of Central Avenue on the southeast corner of Hoover Avenue and Newell Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE SEPTEMBER 17, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00033 - KW Developments, LLC (applicant/owner) request a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lots 19 and 20, Block 17, Fruitvale Park Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 120-foot (x) 191.85-foot (23,022-square-foot) SF-5 Single-Family Residential (SF-5) zoned site. The subject site, Lots 19 and 20, Block 17, Fruitvale Park Addition, is located a block south of Central Avenue on the southeast corner of Hoover Avenue and Newell Street. The site is also located approximately 300 feet east of Interstate Highway I-235. The site could be developed with three duplexes.

The subject site has SF-5 zoned single-family residences abutting its south and east sides; built 1970, 1931, 1950 and 1954. The site and these abutting properties are part of a mostly SF-5 zoned, single-family residential neighborhood that is located south, east and west of the site. Most of the residences in the neighborhood are small (+/- 1,000-square feet), wood framed homes, having been built in the 1940s. A SF-5 zoned civic organization, the Serenity Club of Wichita, is located directly west of the site, across Hoover Avenue. TF-3 zoned single-family residences (most built in the 1940s) and a few duplexes (built 1970s or later) are located north and northwest of the site, across Newell Street. It appears that the most recent residential development in the area are two duplexes built in 2009, located northwest of the site. The residential development located north of the site eventually ends up against LC Limited Commercial zoned older, small scale commercial development located along the arterial Central Avenue. The immediate area north, west and east of the site, also has some SF-5 zoned properties that appear to have been split by sale, resulting in small properties that are less than 5,000-square feet in area.

CASE HISTORY: The site is platted as Lots 19 and 20, Block 17, Fruitvale Park Addition, which was recorded with the Register of Deeds on October 30, 1929.

ADJACENT ZONING AND LAND USE:

NORTH: TF-3	Single-family residences, few and scattered duplexes
SOUTH: SF-5, TF-3	Single-family residences, few and scattered duplexes
WEST: SF-5, TF-3, LC	Single-family residences, a civic club, two duplexes, I-235
EAST: SF-5, TF-3	Single-family residences, a duplex

PUBLIC SERVICES: The site has access to Newell Street, a sand and gravel local street and Hoover Avenue, a paved and curbed, two-lane collector street. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The “2013 Land Use Guide of the Comprehensive Plan” identifies the SF-5 zoned site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site’s current SF-5 zoning allows single-family residential, as well as some institutional uses, but not duplexes, by right. The proposed TF-3 zoning allows a duplex, as well as single-family residential and some institutional uses by right. Both the current SF-5 zoning and the requested TF-3 zoning conform to the urban residential category. If approved, the requested TF-3 zoning will permit another duplex into the neighborhood.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The subject site has SF-5 zoned single-family residences abutting its south and east sides; built 1970, 1931, 1950 and 1954. The site and these abutting properties are part of a mostly SF-5 zoned, single-family residential neighborhood that is located south, east and west of the site. Most of the residences in the neighborhood are small (+/- 1,000-square feet), wood framed homes, having been built in the 1940s. A SF-5 zoned civic organization, the Serenity Club of Wichita, is located directly west of the site, across Hoover Avenue. TF-3 zoned single-family residences (most built in the 1940s) and a few duplexes (built 1970s or later) are located north and northwest of the site, across Newell Street. It appears that the most recent residential development in the area are two duplexes built in 2009, located northwest of the site. The residential development located north of the site eventually ends up against LC Limited Commercial zoned older, small scale commercial development located along the arterial Central Avenue. The immediate area north, west and east of the site, also has some SF-5 zoned properties that appear to have been split by sale, resulting in small properties that are less than 5,000-square feet in area.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The SF-5 zoned property is located within a mostly SF-5 zoned neighborhood of small (+/- 1,000-square feet) single-family residences, with most of them built in the 1940s. The site could be developed as a single-family residence, like the abutting south property which was built in 1970.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences and some institutional uses by right. The request would not introduce TF-3 zoning or duplexes into the area.

- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. If approved the duplexes would be the first residence built in the neighborhood since 2009, when the two duplexes were built, northwest of the site, across Hoover Avenue and Newell Street. Denial of the request could impose a financial hardship on the owner.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2013 Land Use Guide of the Comprehensive Plan” identifies the SF-5 zoned site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site’s current SF-5 zoning allows single-family residential, as well as some institutional uses, but not duplexes, by right. The proposed TF-3 zoning allows a duplex, as well as single-family residential and some institutional uses by right. Both the current SF-5 zoning and the requested TF-3 zoning conform to the urban residential category. If approved, the requested TF-3 zoning will permit another duplex into the neighborhood.
- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities, as a result of the proposed TF-3 zoning, can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

He reported that DAB VI approved the application unanimously. He added that he has received no negative comments or protests on the case.

RICHARDSON asked about restricting access to Hoover.

LONGNECKER said there is no platted access control on this subdivision.

There were no public comments.

MOTION: To approve subject to staff recommendation.

TODD moved, **DENNIS** seconded the motion, and it carried (13-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Martha Sanchez, Community Liaison, District VI
SUBJECT: ZON2015-00033
DATE: September 17, 2015

On Wednesday, September 16, 2015, the District VI Advisory Board considered a request from applicant KW Development, LLC for a zoning change to TF-3 Two-Family Residential. The current zoning of proposed site is SF-5 Single-Family Residents and is located at Southwest corner of Hover Avenue and Newell Street.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

The DAB members voted (7-0) to recommend approval for zoning change.

Please review this information when **ZON2015-00033** is considered.

City of Wichita
City Council Meeting
October 20, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00034 – City Zone Change from Limited Commercial to Central Business District on Property Generally Located West of McLean Boulevard, East of Oak Street, on the South Side of Douglas Avenue. (District IV)

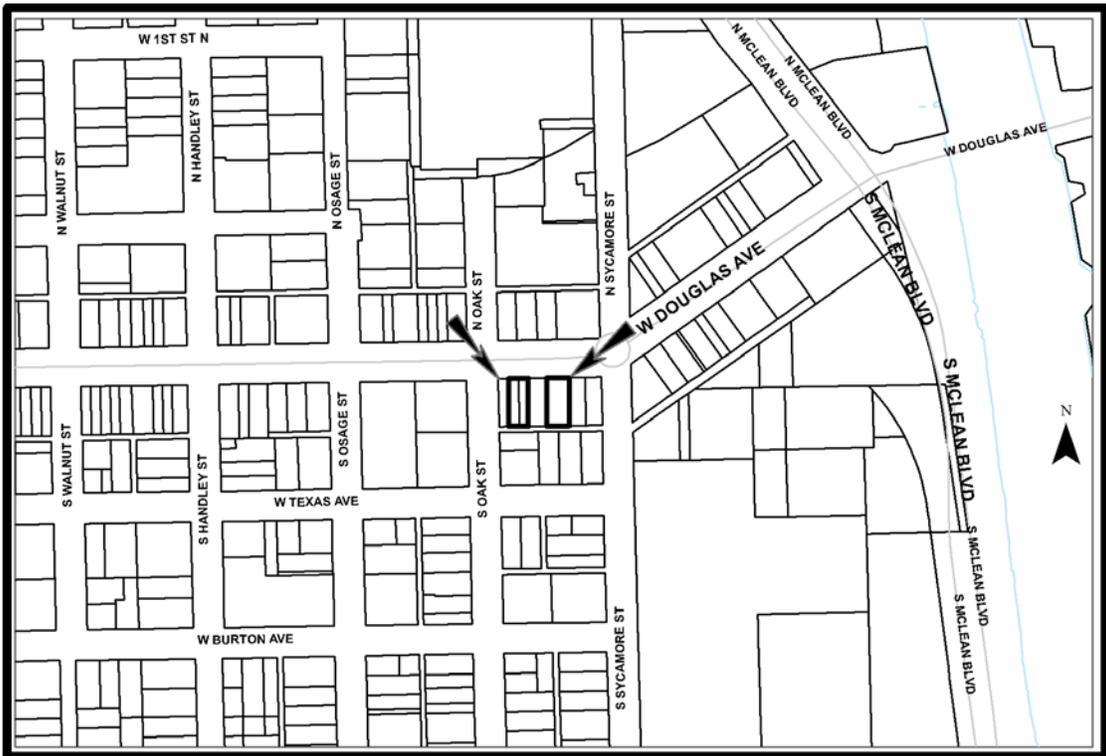
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board IV recommended denial of the request (7-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting a zone change from LC Limited Commercial (LC) to CBD Central Business District (CBD) on the subject site located west of McLean Boulevard, east of Oak Street on the south side of Douglas Avenue; Lots 84, 86, 92 and 94, Chicago now Douglas Avenue, West Wichita Addition. The site is located in (and subject to) the D-O Delano Overlay Neighborhood District (D-O). The site's brick or fake stucco one and two-story downtown row buildings (built 1928, 1930 and 1950) are currently occupied by several restaurants and retail. An expansion of the site's pizza restaurant triggered conformance to parking standards for the restaurant. The CBD zoning district more effectively resolves such issues as parking (no minimum parking standards) and setbacks that could be triggered by a change in occupancy. This is the latest application for CBD zoning in the D-O along Douglas Avenue and in the future there will be more applications for CBD zoning along Douglas Avenue within the D-O for the MAPC to consider. In the previous zoning cases a lack of on-site parking was the issue.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking. Therefore, many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. The applicant does own undeveloped property located south of the site across a platted alley that, with improvements, could provide on-site parking for their properties.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. All buildings along this section of Douglas Avenue were built up to the property lines, with no setbacks. It is not uncommon to have apartments located in the second story of these buildings, with the commercial uses located on the ground floor.

As previously noted the LC zoned site is occupied by a several restaurants and assorted retail. More LC zoned retail, offices, restaurants and a bar abut and are adjacent to the east side of the site. Development located north of the site, across Douglas Avenue, include LC zoned coffee shop/bar, luggage sales, office furniture sales, offices, restaurants and retail. Development abutting the west side of the site is a LC zoned design studio. West across Oak Street is a GC General Commercial (GC) zoned savings and loans. Properties located south of the site, across a paved 15-foot wide platted alley, include undeveloped GC zoned land, a car parts store, a plumbing contractor's business and a LI Limited Industrial zoned vacant building that appears to be undergoing renovation. GC and LC zoned Lawrence-Dumont baseball stadium and a church (with relatively large parking lots for this part of the D-O) are located southeast of the site and the Douglas Avenue round-about, across Sycamore Street.

Analysis: On September 14, 2015, District Advisory Board (DAB) IV considered the requested CBD zoning. There were no protesters at the DAB IV meeting. DAB IV voted 7-0 to approve the request.

On September 17, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protesters at the MAPC meeting. The MAPC voted 13-0 to approve the requested CBD zoning. Planning staff has not received protests to the request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority of four votes required).

Attachment(s):

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-102

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00034

Zone change from LC Limited Commercial (“LC”) to CBD Central Business District (“CBD”) on an approximately 0.32-acre property described as:

Lots 84, 86, 92 and 94, Chicago now Douglas Avenue; West Wichita Addition, Wichita, Sedgwick County, Kansas, generally located west of McLean Boulevard, east of Oak Street on the south side of Douglas Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE SEPTEMBER 17, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00034 - Downtown Investments, LLC & Washington Development, LLC, c/o Paul Gray(owner/applicant) request a City zone change from LC Limited Commercial to CBD Central Business District on property described as:

Lots 84, 86, 88, 90, 92 and 94, Chicago now Douglas Avenue; West Wichita Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change form LC Limited Commercial to CBD Central Business District on the subject site located west of McLean Boulevard, east of Oak Street on the south side of Douglas Avenue; Lots 84, 86, 92 and 94, Chicago now Douglas Avenue; West Wichita Addition. The site is located in (and subject to) the Delano Overlay Neighborhood District (D-O). The site's brick or fake stucco one and two-story downtown row stores (built 1928, 1930 and 1950) are currently occupied by several restaurants and retail. An expansion of the site's pizza restaurant triggered conformance to parking standards for the restaurant. The CBD zoning district more effectively resolves such issues as parking (no minimum parking standards) and setbacks that could be triggered by a change in occupancy. This is the latest application for CBD zoning in the D-O along Douglas Avenue and in the future there will be more applications for CBD zoning along Douglas Avenue within the D-O for the MAPC to consider. In the previous zoning cases a lack of on-site parking was the issue.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking. Therefore, many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. The applicant does own undeveloped property located south of the site across a platted alley that, with improvements, could provide on-site parking for their properties.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. All buildings along this section of Douglas Avenue were built up to the property lines, with no setbacks. It is not uncommon to have apartments located in the second story of these buildings, with the commercial uses located on the ground floor.

As previously noted the LC zoned site is occupied by a several restaurants and assorted retail. More LC zoned retail, offices, restaurants and a bar abut and are adjacent to the east side of the site. Development located north of the site, across Douglas Avenue, include LC zoned coffee shop/bar, luggage sales, office furniture sales, offices, restaurants and retail. Development abutting the west side of the site is a LC zoned design studio. West across Oak Street is a GC General Commercial zoned savings and loans. Properties located south of the site, across a paved 15-foot wide platted alley, include undeveloped GC zoned land, a car parts store, a plumbing contractor's business and a LI Limited Industrial zoned vacant building that appears to be undergoing renovation. GC and LC zoned Lawrence-Dumont baseball stadium and a church (with relatively large parking lots for this part of the D-O) are located southeast of the site and the Douglas Avenue round-about, across Sycamore Street.

CASE HISTORY: The site, Lots 84, 86, 92 and 94, Chicago now Douglas Avenue; West Wichita Addition, which was recorded with the Register of Deeds on August 5, 1872. Wichita was platted in 1870 and incorporated in 1871.

ADJACENT ZONING AND LAND USE:

NORTH: LC	Coffee shop/bar, luggage sales, furniture store, offices, restaurants, retail
SOUTH: GC, LI	Car parts sales, undeveloped land, plumbing contractor, vacant building
EAST: LC	Retail, offices, restaurants, a bar, church, ballpark
WEST: GC	Design studio, savings and loans

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, Douglas Avenue, which has 100 feet of right-of-way and the local street, Oak Street, which has 80 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for this site, which is located west (across the Arkansas River) of the original CBD zoned core of downtown Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area. Previous request for CBD zoning in the D-O along Douglas Avenue have been approved by the MAPC.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for CBD zoning be **APPROVED.**

This recommendation is based on the following findings:

(1) The zoning, uses and character of the neighborhood: This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. The LC zoned site is occupied by a several restaurants and assorted retail. More LC zoned retail, offices, restaurants and a bar abut and are adjacent to the east side of the site. Development located north of the site, across Douglas Avenue, include LC zoned coffee shop/bar, luggage sales, furniture store, offices, restaurants and retail. Development abutting the west side of the site is an LC zoned design studio. West across Oak Street is a GC General Commercial zoned savings and loans. Properties located south of the site, across a paved 15-foot wide platted alley, include undeveloped GC zoned land, a car parts store, a plumbing contractor's business and a LI Limited Industrial zoned vacant building that appears to be undergoing renovation. GC and LC zoned Lawrence-Dumont baseball stadium and a church (with relatively large parking lots for this part of the D-O) are located southeast of the site and the Douglas Avenue round-about, across Sycamore Street.

(2) The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC, subject to the D-O Overlay, which permits a wide range of uses including residential, office and retail sales, subject to the Delano Overlay. Surrounding property is zoned similarly as the subject site. As currently zoned, the site could likely be put to economic use.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: The CBD district permits a broader range of commercial uses; however, the D-O district prohibits a significant range of uses regardless of a site's base zoning. The D-O district also requires a substantial number of uses to obtain "conditional use" approval even though the use may be a permitted use by the base zoning district: car wash, manufacturing, warehousing or wholesale or business services. Because of the overlay zoning district, approval of the request should not negatively impact nearby uses.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

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application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for this site, which is located west (across the Arkansas River) of the original CBD zoned core of downtown Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

GOOLSBY moved, **RAMSEY** seconded the motion, and it carried (13-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Janet Johnson, Office of Community Services
SUBJECT: ZON2015-00034, a request for a Central Business District (CBD)
DATE: Oct. 5, 2015

On Monday, Sept. 14, the District IV Advisory Board considered a request for a zoning change to a Central Business District (CBD) generally located west of McLean Boulevard, east of Oak Street on the south side of Douglas Avenue. The site is located in (and subject to) the Delano Overlay Neighborhood District (D-O).

DAB members asked the following questions:

DAB? Do they have immediate plans for the property? **A:** Unknown, it's currently a pizza place.
DAB? Does each owner have to bring a request for their specific property? **A:** Yes.

Motion: The District Advisory Board recommended that the request be approved.
Result: Motion passed 7-0.

Wichita, Kansas
October 19, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated October 12, 2015, were read and on motion approved.

Bids were opened October 16, 2015, pursuant to advertisements published on:

2WD 85 PTO HP Enclosed Cab Tractors

Prairieland Partners Inc.	\$123,976.20 Base Bid (\$14,000.00) Option 1 (Deduct)
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Purchasing Manager recommended that the contracts be awarded as outlined above, same being the lowest bid and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest bid and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: October 19, 2015

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
October 16, 2015

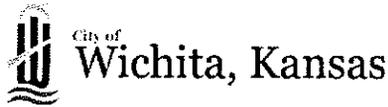
2WD 85 PTO HP Enclosed Cab Tractors –Wichita Airport Authority/Airfield Maintenance Division
Prairieland Partners, Inc.

Base Bid	\$123,976.20
Option 1 (Deduct)	<14,000.00>

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager



BID RESULTS

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

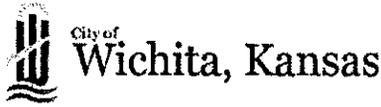
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: 2WD 85 PTO HP Enclosed Cab Tractors **Close Date/Time:** 10/16/2015 10:00 AM CST
 FB540184
Solicitation Type: Formal Bid [Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Airport Operations **Responses:** 3

Vendors	Complete	Bid Total	City Comments
MCCULLOUGH ENTERPRISES	Complete	\$96,000.00	Does not meet specifications
PRAIRIELAND PARTNERS INC.	Complete	\$109,976.20	Award 10/20/2015 Base Bid w/option 1 Wichita Airport Authority/Airfield Maintenance
JOHN SCHMIDT & SONS INC	Complete	\$142,574.00	

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BID RESULTS

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540184 **2WD 85 PTO HP Enclosed Cab Tractors** **Close Date/Time:** 10/16/2015 10:00 AM CST

Solicitation Type: Formal Bid [Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Airport Operations

Responses: 3

Go to:

Line 001 | BASE BID: New Unused Current Model Two Wheel Drive 85 PTO HP Enclosed Cab Tractors
 Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	2	Each	\$55,500.0000	\$111,000.00	Complete	New Holland Model TS6.110 2015
PRAIRIELAND PARTNERS INC.	2	Each	\$61,988.1000	\$123,976.20	Complete	John Deere Model 6110M 2016
JOHN SCHMIDT & SONS INC	2	Each	\$80,787.0000	\$161,574.00	Complete	MF6615 110 PTO 4wd tractor Figured 1 spare front and 1 spare rear tire assembly total not per tractor

Line 002 | OPTION 1: Trade-in Allowance. Lump Sum Deduct From Total Amount. Two (2) 1997 John Deere 6300 Tractors w/Aftermarket Cabs Installed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN SCHMIDT & SONS INC	1	Lump Sum	(\$19,000.0000)	(\$19,000.00)	Complete	Allow \$19000 total
MCCULLOUGH ENTERPRISES	1	Lump Sum	(\$15,000.0000)	(\$15,000.00)	Complete	
PRAIRIELAND PARTNERS INC.	1	Lump Sum	(\$14,000.0000)	(\$14,000.00)	Complete	

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