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REVISION:
ADDITION OF ITEM VII-1.

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 20, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on September 13, 2011

AWARDS AND PROCLAMATIONS

-- Proclamations:

Hispanic Heritage Month
Civitan Club of Wichita Day
Constitution Week

I. PUBLIC AGENDA

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

1. George Theoharis - Ordinance for Multi Purpose Paths.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 20)

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

None

IV. NEW COUNCIL BUSINESS

1. Approval of Forgivable Loan Agreement, JCB Laboratories. (District V)

   RECOMMENDED ACTION: Approve the forgivable loan agreement for JCB Laboratories, place the home rule ordinance on first reading and authorize the necessary signatures.

2. 2010/2011 HUD Consolidated Plan Annual Performance and Evaluation Report. (Districts I, III, IV, V and VI)

   RECOMMENDED ACTION: Close the Public Hearing, approve the 2010-2011 Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

3. A Resolution Authorizing the City of Wichita to Participate In a Consortium for a HUD Sustainable Communities Regional Planning Grant.

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

4. Amendment to Section 1.04.070 of the Code of the City of Wichita regarding court costs and administrative court fees in the Municipal Court.

   RECOMMENDED ACTION: Place the ordinance on first reading.

5. Community Challenge Planning Grant Application. (Districts I, IV, and VI)

   RECOMMENDED ACTION: Approve the grant application to the Community Challenge Planning Grant Program.

6. Petition to construct a Water Distribution System to serve East Lynne Addition, west of 127th Street East, north of Harry. (District II)

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

7. Harry and Woodlawn Intersection Improvement. (Districts II and III)

   RECOMMENDED ACTION: Approve the project, place the amending ordinance on first reading and authorize the signing of state/federal agreements as required.

8. General Obligation Sales Tax Improvement and Refunding Bond Sale.

RECOMMENDED ACTION: 1) Direct the opening and reading of the bids; 2) award the sale of the Bonds subject to approval of the final sizing terms of the Bonds by the City Manager, his designee or the Director of Finance; 3) adopt the Bond Ordinances and Resolutions and authorize the publication of the Bond Ordinances; and 4) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond Ordinances on the date of its introduction.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

1. ***Supplemental Agreement No. 6, AECOM Program and Construction Management Services, Air Capital Terminal 3 (ACT 3) Program.*** ***(Deferred September 13, 2011)***

   RECOMMENDED ACTION: Defer approval of Supplemental Agreement No. 6 with AECOM until October 4, 2011, to permit staff more time to review the questions asked by the Authority at the September 13, 2011 meeting.

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 19, 2011.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renew	2011	(Consumption on Premises)
Jeff Clark	Riverside Tennis Center*	551 Nims

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

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

3. Preliminary Estimates: (See Attached)

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - KS 150 Festival Sunflower Parade. (Districts I and VI)
   b. Community Events - Old Town 20th Birthday Bash. (District VI)
   c. Community Events - Intrust Bank Arena, Sugarland. (District I)
   d. Community Events – Greater Pentecostal Family & Friends Day. (District I)
   e. Community Events – Wichita Veterans Day Parade. (District I and VI)

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

5. Agreements/Contracts:
   a. Contract for Wichita Intervention Program Instructor.
   b. Contract for Pre-Sentence Evaluation Reports.
   c. Lease Agreement for Wichita Transit Vehicle.

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

6. Property Acquisitions:
   a. Partial Acquisition of 5115 North Irving Street for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   b. Partial Acquisition at 5045 North Irving Street for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   c. Acquisition of 4130 North Arkansas for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   d. Partial Acquisition of 411 West 53rd Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   e. Partial Acquisition of 1350 North Fairmount for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

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

7. Minutes of Advisory Boards/Commissions

Joint Investment Committee, August 4, 2011
Joint Investment Committee, August 5, 2011

RECOMMENDED ACTION: Receive and file.

8. Proposed Assessment Rolls.

Proposed Assessment Rolls have been prepared for ten (10) water projects, nine (9) sewer projects and six (6) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held October 10, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on September 30, 2011.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, October 18, 2011. Publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

9. Contracts and Agreements for August 2011.

RECOMMENDED ACTION: Receive and file.

10. 2012-14 Ancillary Benefit Lines.

RECOMMENDED ACTION: Accept the recommendations of the Health Insurance Advisory Committee and: 1)approve Delta Dental, VSP, The Standard Insurance Company, UNUM, and ASI as the providers for dental, vision, basic life, dependent life, supplemental life, basic AD&D, voluntary AD&D, Long Term Disability, Long Term Care, and Flexible Spending administration for 2012-14; 2)approve the co-pays/deductibles/benefits, as applicable for each plan; 3)approve the benefit enhancements and deviations as recommended for each plan; 4)approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates for 2012, 2013 and 2014, as applicable; and, 5)authorize the required signatures.

11. Approval of an Encroachment Agreement Across the Drainage Dedication Near 33rd Street North and Mead. (District I)

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

12. Amending Resolutions and Ordinance for Street Paving Projects. (Districts IV, V and VI)

    RECOMMENDED ACTION: Adopt the amending resolutions, place the amending ordinance on first reading and authorize the necessary signatures.

13. Pawnee and Broadway Intersection Improvement. (District III)

    RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

14. Community Event with alcohol consumption Resolution, Old Town 20th Birthday Bash. (District VI)

    RECOMMENDED ACTION: Approve the Resolution.

15. Second Reading Ordinances: (First Read September 13, 2011)
    a. List of Second Reading Ordinances. (See Attached)

    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.

16. *ZON2011-00024 – City zone change from SF-5 Single-Family Residential to GC General Commercial; generally located on the east side of Webb Road between Von Thaden Street and Chamberlin Street. (District II)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance.

17. *VAC2011-00019 - Request to vacate easements dedicated by separate instruments; generally located on the northeast corner of 21st Street North and Maize Road. (District V)

    RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

18. *ACT 3 Landside Utilities, Phase I, and Mid-Continent Drive Relocation - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the supplemental agreement (pending FAA concurrence) and authorize the necessary signatures.

19. *Electrical and Communication Duct Bank Extensions - Wichita Mid-Continent Airport.

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

20. *2100 Block Airport Road Improvements - Supplemental Agreement No. 2 - Wichita Mid-Continent Airport.

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

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Approval of Forgivable Loan Agreement (JCB Laboratories) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the forgivable loan agreement and place the home rule ordinance on first reading.

Background: JCB Laboratories ("JCB") is a sterile compounding pharmacy specializing in the manufacture of custom injectible pain medications and topical ophthalmic products. This is a highly specialized niche within the pharmacuetical industry. JCB focuses on servicing ambulatory service centers, dialysis centers, hospitals and veterinarians throughout the United States. The company was founded in Wichita in 2003 and has achived an average annual revenue growth rate in excess of 30%.

JCB is currently located in leased space in a strip center at 3150 N. Ridge Rd. The company is looking to almost triple the amount of space it currently occupies to accommodate demand for its products. JCB has looked at options in Wichita for its expansion/relocation as well as outside of Kansas. The company is considering relocating to 7335 West 33rd Street North in Wichita. Brian Williamson of JCB contacted the Greater Wichita Economic Development Coalition which worked with City, County and State partners to fashion the incentive offer described below. Based on the incentives offered, JCB has decided to expand its operations here. The local incentives were offered subject to formal approval by the City and County governing bodies.

Analysis: JCBs expansion project includes moving from its existing 3,000 square foot facility to an 8,100 square foot facility**,** which will allow it to expand its production capacity. The new facility has been purchased by an entity related to JCB as a separate investment and will be leased to JCB. JCB plans to invest $700,000 in the building for leasehold improvements and the purchase of new machinery, furnishings and equipment.

JCB currently employs 9 workers in Wichita. As a result of the expansion, the company plans to hire an additional 15 employees over the next three years, for a total employment of 24 jobs. The average annual wage of the existing and new jobs will be $62,500 for a total annual payroll of $1,500,000. The large majority of JCB's production is exported outside the state:

Percentage of current sales:

- 81% outside of Wichita
- 80% outside of Kansas
- 1% outside of the U.S.

Percentage of NEW sales:

- 99% outside of Wichita
- 99% outside of Kansas
- 1% outside of the U.S.

PROPOSED INCENTIVES

City of Wichita:	Forgivable Loan	$30,000
Sedgwick County:	Forgivable Loan	$30,000
State of Kansas:	Total State Incentive Package	$109,000
	High Performance Incentive Program	$ 65,000
	Sales Tax Exemption	$ 44,000

Under the terms of the attached Forgivable Loan Agreement and Promissory Note, the forgivable loan proceeds will be used to remodel the new facility, purchase new machinery, furnishings and equipment and/or to provide employee training. The forgivable loan will have a term of five years ending December 31, 2016. Loan principal will be forgiven in equal annual installments at the end of each year, provided that the employment and wage commitments set forth in the agreement for that year have been met.

Any principal that is not forgiven in one year will carry forward to the next and any principal remaining at the end of the five-year loan term shall be immediately due and payable. In the event JCB ceases operations in Wichita during the term of the loan, the entire original principal will be immediately due and payable, plus interest from the start of the loan at 12% APR.

Financial Considerations: The City's $30,000 forgivable loan will be paid from funds in the Economic Development Fund appropriated for that purpose. The fiscal impact analysis performed by WSU's Center for Economic Development and Business Research (CEDBR) shows the following ratios of benefits-to-costs:

City General Fund	1.31 to one
Sedgwick County	1.50 to one
State of Kansas	N/A to one

Goal Impact: Economic Vitality and Affordable Living. Providing economic development incentives to MCI expands critical engineering and manufacturing jobs and encourages future growth of the company.

Legal Considerations: The Law Department has approved the attached documents as to form. The City's exercise of home rule authority is necessary to provide the cash incentive; this requires the adoption of the attached home rule ordinance to authorize the loan.

Recommendation/Action(s): It is recommended that the City Council approve the forgivable loan agreement for JCB Laboratories, place the home rule ordinance on first reading and authorize the necessary signatures.

Attachments: Forgivable Loan Agreement and Promissory Note
Home Rule Ordinance

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ____ day of September 2011, is entered into between the following parties:

Lender: City of Wichita, Kansas ("Lender")
455 N. Main
Wichita, Kansas 67202
Contact Person/Title: Allen Bell, Director of Urban Development
Phone: 316-268-4524 EMAIL: abell@wichita.gov

Borrower: JCB Laboratories, LLC ("Borrower")
3510 N. Ridge Road, Suite 910
Wichita, KS 67205
Contact Person/Title: Julie Peintner
Phone: (316) 721-2626 EMAIL: julie@customrx.net
With copy to Brian Williamson brian@jcblabs.com
FEIN: #01-074467

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to expand their Wichita headquarters, purchase new machinery and equipment and/or provide employee training in Wichita, Sedgwick County, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to $30,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to **$30,000** for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable.

2) **Forgiveness of Debt**: The Borrower promises to create and maintain minimum employment levels at the Wichita, Sedgwick County, Kansas facility, starting from a base employment level of **9** full-time positions **($66,667 average salary**), at the end of each of five (5) years as shown in the following schedule:

	Year 1(2011)	**Year 2(2012)**	**Year 3(2013)**	**Year 4(2014)**	**Year 5(2015)**
New Positions:	5	5	5	0	0
Base Employment:	9	14	19	24	24
Total Employment:	**14**	**19**	**24**	**24**	**24**
Annualized Wages:	**$917,000**	**$1,200,000**	**$1,500,000**	**$1,500,000**	**$1,500,000**

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of retained and new positions shall be at least**$** $62,500 per year.

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the "installment". The first anniversary date for meeting the first year's job creation commitment shall be **September 30, 2012**. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job and wage commitment, an amount equal to an installment, plus any accrued interest, will be forgiven.

However, in the event the Borrower ceases to operate as **JCB Laboratories, LLC** in Wichita, Sedgwick County, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in paragraph (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Wichita, Sedgwick County, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to **JCB Laboratories, LLC** at the Borrower's worksite at 7335 W. 33rd Street North, Wichita, Sedgwick County, Kansas. Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Sedgwick County, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within all specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting**: A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for a period of five (5) years after completion of the term, a report for the Borrower's Wichita, Sedgwick County, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers**: The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default**: This Agreement shall be considered in default:

(A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).

(i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:

a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus

b) interest accrued since the previously scheduled anniversary date.

(ii) If the Borrower ceases to operate in Wichita, Sedgwick County, Kansas during the term of this Agreement, the following repayment is required:

a) the entire outstanding principal amount is immediately due and payable, plus

b) any principal and interest previously forgiven as specified in item (2) above, plus

c) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) for a 5 year period against the highest outstanding principal amount over the term of the loan.

(iii) If upon audit, any loan funds are shown to have been used for other than the intended purposes, such funds shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Sedgwick County, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest (or if lower, the maximum rate allowed by Kansas law) accrued from the date of the initial draw-down against this loan.

(iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, which default continues for 15 days after written notice of such default from Lender to Borrower, the following repayment is required:

a) any principal balance outstanding on the loan is due and payable; and

b) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) against the principal balance as of the date of default for the period during which it has been outstanding.

(B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.

(C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Wichita, Sedgwick County, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices**: Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: JCB Laboratories, LLC
3510 N. Ridge Road, Suite 900
Wichita, KS 67205
Contact Person/Title: Julie Peintner

City: Wichita City Clerk's Office
455 N. Main, 13th Floor
Wichita, KS 67202

Office of Urban Development
Attn: Allen Bell, Director
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws**. The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State

of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28) **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

29) **Kansas Law.** This agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

BORROWER:

JCB Laboratories Co., INC.

_____

Brian Williamson, CEO

APPROVED AS TO FORM:

_____

Gary Rebenstorf, City Attorney

(PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 30, 2011)028001

ORDINANCE NO. 49-094

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN JCB LABORATORIES, LLC AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "City") is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and retention, to assist JCB Laboratories, LLC in expanding its manufacturing facility located in Wichita, Kansas,

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

Section 1. Findings and Approval of Forgivable Loan. The City's Governing Body hereby finds that providing a forgivable loan in the amount of $30,000, to JCB Laboratories, LLC, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between JCB Laboratories, LLC, as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any 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. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in

the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 27th day of September, 2011.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, City Attorney

Agenda Item No. IV-2

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: 2010/2011 HUD Consolidated Plan Annual Performance and Evaluation Report (Districts I, III, I, V and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing, approve the 2010-2011 Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2010-11 CAPER documents the activities undertaken during the program year beginning July 1, 2010 and ending June 30, 2011 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), American Recovery and Reinvestment Act (ARRA) and the Emergency Shelter Grant (ESG) programs.

Analysis: During the reporting period, residents of the city of Wichita received direct benefits from the expenditure of CDBG, HOME, ARRA and ESG funds. Neighborhood Improvement Services provided grants and loans to assist 265 households through the Home Repair Program and 11 neighborhood clean-ups were conducted. The hazardous sidewalk replacement program provided 23,688 square feet of safe sidewalks. Community agencies received funds to assist 257 youth with summer employment and 5,619 youth participated in after school recreation and enrichment programs. The women's shelters served 498 women and children who were victims of domestic violence. The HOME program assisted 27 first-time homebuyers with down payments and closing costs and provided development subsidy loans to construct 17 new affordable single family houses. The ESG program served 3,755 persons by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse. The ARRA-funded Homelessness Prevention and Rapid Re-Housing Program provided assistance to 245 households to prevent homelessness or to become stably housed. ARRA Community Development Block Grant (CDBG-R) funds were used to replace 18,987 square feet of hazardous sidewalks and provide façade improvements to eight businesses located in the Neighborhood Revitalization Strategy Area.

The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on September 2, 2011, advising that public comments would be accepted through September 16, 2011. Notice was also published in The Community Voice, El Tiempo Newspaper and posted on City-7 Cable Channel.

The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library. No comments were received.

Financial Consideration: The total expenditure for the July 1, 2010-June 30, 2011 program year was $6,408,683: $3,488,675 for the CDBG program; $1,743,129 for the HOME Investment Partnerships program; $1,053,206 for ARRA; and $123,673 in the ESG program.

Goal Impact: Support a Dynamic Core Area and Vibrant Neighborhoods.

Legal Consideration: The performance and evaluation report is within Housing and Community Services statutory powers. The report complies with HUD's procedural requirements.

Recommendation/Actions: It is recommended that the City Council Close the Public Hearing, approve the 2010-2011 Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Attachments: None.

CITY OF WICHITA
CITY COUNCIL MEETING
September 20, 2011

TO: Mayor and City Council

SUBJECT: A Resolution Authorizing the City of Wichita to Participate In a Consortium for a HUD Sustainable Communities Regional Planning Grant (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the Resolution.

Background: The U.S. Department of Housing and Urban Development (HUD) has invited the Regional Economic Area Partnership (REAP) to apply again this year for the grant program. REAP must create a regional consortium that includes the city with the largest population, the City of Wichita. The proposed consortium may include all the counties in the Metropolitan Statistical Area (Sedgwick, Butler, Harvey, and Sumner) plus Reno County and their county seats. Other private and non-profit entities are also being invited to be partners in the consortium.

If awarded to REAP, the grant would be used to develop a South Central Kansas Regional Plan for Sustainable Development. The Resolution commits the City of Wichita to participate in the Consortium and to support this effort with staff services as outlined in the Resolution, which services will be used as in-kind match for the federal grant. This regional plan must reflect the following six HUD livability principles: 1) provide more transportation choices; 2) promote equitable/affordable housing; 3) enhance economic competiveness; 4) support existing communities; 5) coordinate and leverage federal policies and investment; and, 6) value communities and neighborhoods. The grant application is due on October 6, 2011.

Analysis: The Wichita Area Metropolitan Planning Organization (WAMPO) will participate as the required MPO. Grant award announcements are expected in the last quarter of 2011. Successful grant applicants will have three years to complete the regional plan for sustainable development.

Financial Considerations: REAP will be the grant applicant and anticipates seeking approximately $1.4 million in grant funds, which must be matched by a minimum 20 percent local contribution either in the form of cash or in-kind contributions. Leveraged resources from the City of Wichita have been identified in the attached Resolution Metropolitan Area Planning Department, Urban Development, Public Works & Water Utilities, and Housing and Community Development. These departments will contribute to the development of a regional plan as in-kind labor other expenses if the consortium is awarded the grant. The annual leveraged in-kind match proposed will not exceed $74,490 and for the three year planning process will not exceed $223,472. This is equivalent to approximately 0.59 FTE annually.

Goal Impact: The grant supports the goals of Economic Vitality and Affordable Living, Efficient Infrastructure, and Safe and Secure Communities.

Legal Considerations: The Law Department has approved the attached resolution as to form.

Recommendation: Approve the Resolution and authorize the necessary signatures.

Attachment: A Resolution Authorizing the City Of Wichita to Participate in a Consortium of Cities, Counties and Other Entities for a HUD Sustainable Communities Regional Planning Grant

RESOLUTION NO. 11-230 150004

A RESOLUTION AUTHORIZING THE CITY OF WICHITA TO PARTICIPATE IN A CONSORTIUM OF CITIES, COUNTIES AND OTHER ENTITIES FOR A HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has invited the Regional Economic Area Partnership (REAP) to apply for a Sustainable Communities Regional Planning Grant; and

WHEREAS, the grant program requires REAP to establish a regional consortium which may consist of the Counties of Sedgwick, Butler, Harvey, Reno and Sumner and the Cities of Wichita, El Dorado, Newton, Hutchinson, and Wellington, as well as the Wichita Area Metropolitan Area Planning Organization and other private and non-profit entities within the region, for the purposes of submitting a HUD Sustainable Communities Regional Planning Grant application; and

WHEREAS, The grant program, if awarded, would last three years, and would result in a coordinated plan for sustainable development for the five-county region to help build our region's capacity to compete in the global economy.

WHEREAS, REAP desires to submit the grant application, implement the grant and carry out the duties of the consortium. REAP is proposing to hire a project manager to oversee the development of the plan; and

WHEREAS, Sedgwick County has been asked to serve as fiscal agent for the consortium; and

WHEREAS, there is no cash match required of the City and no City staff will be added to work on this grant. In order to contribute to the required local match, there will be the following "in-kind" match commitment of City staff time associated with attending meetings and reviewing reports:

City of Wichita In-kind Contributions			
Position	***FTE/YR***	***Annual Contribution***	***Three-year Contribution***
Director of Urban Development	.04	$5,670	$17,010
Assistant Public Works Director	.04	$5,578	$16,734
Division Manager (Building Services)	.04	$5,210	$15,630
Fleet Manager	.04	$4,850	$14,550
City Engineer	.04	$6,720	$20,160
Stormwater Manager	.04	$4,496	$13,488
Director of Planning	.05	$7,591	$22,773
Advanced Plans Manager	.05	$5,402	$16,206
Environmental Initiatives Manager	.15	$18,280	$54,839
Downtown Development Manager	.05	$4,352	$13,057
Housing & Community Services Director	.03	$4,002	$12,007
Home-ownership Manager	.02	$2,339	$7,018
TOTALS	0.59	$74,490	$223,472

WHEREAS, the City of Wichita recognizes that metropolitan and multi-jurisdictional planning efforts that integrate housing, economic and workforce development, transportation, and infrastructure investments are essential for the long-term economic stability of the region; and

WHEREAS, the City Council of the City of Wichita deems it appropriate and necessary to adopt this resolution that will state its commitment to participate in the proposed consortium.

NOW, THEREFORE, BE IT RESOLVED BY THE WICHITA CITY COUNCIL that:

1. The City of Wichita intends to participate in the Consortium in support of REAP's application for the HUD Sustainable Communities Regional Planning Grant.

2. The Mayor shall be and is hereby authorized to execute and deliver all conveyances, affidavits, contracts, documents and instruments necessary to effect this resolution.

3. This resolution shall be effective upon passage by the City Council.

Dated this 20th day of September, 2011.

ATTEST:

_____

_____

Agenda Item No. IV-4

City of Wichita
City Council Meeting
September 20, 2011

TO:	Mayor and City Council
SUBJECT:	Amendment to Section 1.04.070 of the Code of the City of Wichita regarding court costs and administrative court fees in the Municipal Court.
INITIATED BY:	Municipal Court
AGENDA:	New Business

\- -

Recommendation: Place the ordinance on first reading.

Background: Municipal Court assesses court costs and fees to partially offset the cost of adjudicating cases and providing services. Municipal Court is proposing Section 1.04.070 of the City Code be amended to establish jail fees, increase court costs, allow the assessment of a probation fee when a defendant's probation is extended, and disallow the performance of community service in lieu of paying court costs.

Analysis: Currently, the City is assessed a fee of $50.16 per day ($2.09 per hour) for each Municipal Court defendant housed in the Sedgwick County Jail. The fee is assessed for each hour of incarceration pursuant to a court order, as well as the period of time an individual spends in the jail as part of the booking process. The proposed jail fee of $48 per day ($2 per hour) would offset a portion of the costs charged to the City. An additional jail processing fee of ten dollars would also be assessed against all defendants booked into the Sedgwick County Jail on municipal court offenses.

Court costs would be increased from $59 to $63 per case. The fee increase is a two dollar increase in the domestic violence fee to five dollars, and an increase of two dollars in the public defender fee to six dollars. Despite an increase in operational costs, the domestic violence fee has remained unchanged since 1996 and the public defender fee has not been increased since 1992.

The amendments would allow the court to assess a probation fee of $150 for cases in which a defendant's probation is reinstated or extended by the court following a revocation of probation. Currently, only one probation fee may be assessed by the court, even though the probation term may be extended beyond a twelve month period or reinstated numerous times. The reinstatement or extension of a probation results in the Municipal Court's Probation Office providing services for the extended period of time beyond the original probation term. By assessing a fee for the reinstatement or extension of probation, Municipal Court will recover a portion of the costs of providing probation services during this extended period.

The amendments also remove the option for defendants to perform community service for court costs. Municipal Court has traditionally not allowed community service to be used to satisfy court costs. Community service may still be used by defendants in lieu of court fines assessed by the court.

Financial Considerations: By assessing jail fees, Municipal Court will recoup a portion of the costs paid by the City for housing inmates at the Sedgwick County Detention Facility. Increasing court costs will partially offset the rising expenses associated with adjudicating domestic violence cases and

providing legal representation to indigent clients. Allowing the assessment of probation fee on reinstated or extended probations will help fund the costs of providing probation services.

Goal Impact: Amendments will provide necessary funding for court operations to ensure a Safe and Secure Community.

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

Recommended Action: Place the ordinance on first reading.

Attachments: Ordinance 1.04.070
Ordinance 1.04.070 Delineated

First Published in The Wichita Eagle on _____

DELINEATED 09/09/11

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1.04.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS AND WITNESS FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Costs and Witness Fees in Cases Before the Municipal Court.**

(a) The sum of ~~fifty-nine~~ sixty-three dollars shall be assessed as court costs against each person charged with ~~such~~ a violation of any of the ordinances of this city, unless found not guilty. The ~~fifty-nine~~ sixty-three dollars in court costs shall include all costs required by state statute, as well as a ~~three~~ five dollar domestic violence program fee and a ~~four~~ six dollar public defender fee. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraints.

(b) The sum of two dollars shall be assessed as a court technology fee against each person charged with such a violation of any of the ordinances of this city, unless found not guilty. The court technology fee is to be used by the court

to help offset the cost to maintain and/or purchase technology enhancements, including but not limited to computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers and docket management systems for the City of Wichita Municipal Court System. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraint belts.

(c) For each person who is charged with a violation of any of the ordinances of this city and such matter is set for appearance, a charge of ten dollars will be assessed, unless found not guilty.

(d) For each continuance of any pre-trial appearance, trial, sentencing, disposition, or pre-sentence investigation granted at the request of the accused person, a cost of ten dollars shall be assessed against such accused person unless found not guilty.

(e) A cost of ten dollars shall be assessed for each extension of time to pay any fine, penalty or costs granted by the clerk of the municipal court at the request of an accused person.

(f) For each trial date attributable to the accused person for which subpoenas have been issued, and in addition to other costs provided for in this section, the sum of twenty-five dollars shall be assessed as court costs against such accused person, unless found not guilty by the court.

(g) In addition to other costs provided for in this section, the sum of ten dollars shall be assessed as court costs against each accused person who is found guilty and files a notice of appeal in district court.

(h) In addition to other court costs assessed pursuant to this section, fees and mileage for subpoenaed witnesses shall be assessed at the rate of ten dollars per day and forty cents per mile actually driven in excess of twenty miles.

(i) A cost of fifty dollars shall be assessed against each person for whom a municipal court bench warrant or show cause/probation violation warrant is ordered by the court for either failure to appear or failure to comply.

(j) A cost of fifty dollars shall be assessed against each person for whom a warrant is issued for failure to pay any fine, penalty or costs as provided in subsection (a) of this section.

(k) In addition to other court costs assessed pursuant to this section, the sum of twenty dollars shall be assessed as court costs against each accused person who fails to comply with a traffic citation, as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) as amended, and as set forth in Section 11.42.040(c) of this Code, and shall be retained by the municipal court to be used to reimburse the court for expenses incurred in complying with the procedures required by state law. Such sum shall be assessed for each charge on which the person fails to make satisfaction, regardless of the disposition of the charge for which the citation was originally issued.

(l) In addition to any other court costs assessed pursuant to this section, the sum of five dollars shall be assessed as court costs against each accused person who fails to comply with a traffic citation as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) and amendments thereto, and as set forth in Section 11.42.040(c) of this Code. This fee shall be retained by the municipal court to be used to reimburse expenses for mailing notice as mandated by Section 11.42.040(b) of this Code, and K.S.A. 8-2110(b), and amendments thereto.

(m) A fee in the amount of two dollars per hour for each hour incarcerated shall be assessed against a defendant in each case in which the defendant is incarcerated pursuant to an order of a municipal court judge.

(n) A processing fee in the amount of ten dollars ($10.00) will be assessed against a defendant in each case in which the defendant is booked into the Sedgwick County Adult Detention Facility pursuant to an arrest for a violation of any ordinances of the City of Wichita or pursuant to an order of a municipal court judge.

~~(m)~~ (o) Each person placed under supervision of a probation officer shall pay a probation fee of one hundred fifty dollars for each probation, re-instatement or extension of probation for each case supervised, except that in any case in which there is a determination of indigency, the fee specified may be reduced or waived by the judge.

~~(n)~~ (p) For those misdemeanor offenses as set out in K.S.A. 21-2501 that require the individual be fingerprinted before final disposition of the case, a twenty dollar fingerprint fee will be assessed as costs.

~~(o)~~ (q) Should the court order urinalysis testing, a fee of twenty dollars per test shall be assessed to the defendant as costs.

~~(p)~~ (r) The assessment and imposition of the court costs pursuant to this section shall be mandatory and the court shall not waive, remit, suspend, parole, or otherwise excuse the payment thereof. ~~except as set forth in subparagraph (r).~~

~~(q)~~ (s) All court costs assessed and imposed by this section shall be paid no later than sixty days following imposition; provided that the court may extend the time for such payment to one hundred twenty days for good cause shown. In no case shall the court order the time for payment of court costs assessed pursuant to this section extended beyond one hundred twenty days from the date of initial imposition.

~~(r) In lieu of payment of court costs assessed pursuant to this section, the court may order that the defendant perform community service specified by the court only after the defendant has filed an affidavit of such defendant's financial condition in accordance with Section 1.04.210(e), and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the court costs required herein. If the court also finds that such indigent defendant is unable to perform community service work, then the court may enter an order suspending the court costs imposed by this section.~~

~~(s)~~ (t) All court costs collected pursuant to this section shall be accounted for by the clerk of the municipal court and deposited to the general

fund of the city and special trust fund with the exception of the two dollars court technology fee, which shall be deposited into the Court Technology Project Account.

(u) All costs and fees shall be assessed as part of the judgment and shall be collected by the court clerk or court administrator of the Municipal Court.

(v) The costs and fees assessed pursuant to this section shall be in addition to the fine imposed.´

SECTION 2. The original of Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on September 30, 2011

CLEAN 09/09/11

ORDINANCE NO. 49-095

AN ORDINANCE AMENDING SECTION 1.04.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS AND WITNESS FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Costs and Witness Fees in Cases Before the Municipal Court.**

(a) The sum of sixty-three dollars shall be assessed as court costs against each person charged with a violation of any of the ordinances of this city, unless found not guilty. The sixty-three dollars in court costs shall include all costs required by state statute, as well as a five dollar domestic violence program fee and a six dollar public defender fee. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraints.

(b) The sum of two dollars shall be assessed as a court technology fee against each person charged with such a violation of any of the ordinances of this city, unless found not guilty. The court technology fee is to be used by the court to help offset the cost to maintain and/or purchase technology enhancements,

including but not limited to computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers and docket management systems for the City of Wichita Municipal Court System. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraint belts.

(c) For each person who is charged with a violation of any of the ordinances of this city and such matter is set for appearance, a charge of ten dollars will be assessed, unless found not guilty.

(d) For each continuance of any pre-trial appearance, trial, sentencing, disposition, or pre-sentence investigation granted at the request of the accused person, a cost of ten dollars shall be assessed against such accused person unless found not guilty.

(e) A cost of ten dollars shall be assessed for each extension of time to pay any fine, penalty or costs granted by the clerk of the municipal court at the request of an accused person.

(f) For each trial date attributable to the accused person for which subpoenas have been issued, and in addition to other costs provided for in this section, the sum of twenty-five dollars shall be assessed as court costs against such accused person, unless found not guilty by the court.

(g) In addition to other costs provided for in this section, the sum of ten dollars shall be assessed as court costs against each accused person who is found guilty and files a notice of appeal in district court.

(h) In addition to other court costs assessed pursuant to this section, fees and mileage for subpoenaed witnesses shall be assessed at the rate of ten dollars per day and forty cents per mile actually driven in excess of twenty miles.

(i) A cost of fifty dollars shall be assessed against each person for whom a municipal court bench warrant or show cause/probation violation warrant is ordered by the court for either failure to appear or failure to comply.

(j) A cost of fifty dollars shall be assessed against each person for whom a warrant is issued for failure to pay any fine, penalty or costs as provided in subsection (a) of this section.

(k) In addition to other court costs assessed pursuant to this section, the sum of twenty dollars shall be assessed as court costs against each accused person who fails to comply with a traffic citation, as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) as amended, and as set forth in Section 11.42.040(c) of this Code, and shall be retained by the municipal court to be used to reimburse the court for expenses incurred in complying with the procedures required by state law. Such sum shall be assessed for each charge on which the person fails to make satisfaction, regardless of the disposition of the charge for which the citation was originally issued.

(l) In addition to any other court costs assessed pursuant to this section, the sum of five dollars shall be assessed as court costs against each accused person who fails to comply with a traffic citation as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the

reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) and amendments thereto, and as set forth in Section 11.42.040(c) of this Code. This fee shall be retained by the municipal court to be used to reimburse expenses for mailing notice as mandated by Section 11.42.040(b) of this Code, and K.S.A. 8-2110(b), and amendments thereto.

(m) A fee in the amount of two dollars per hour for each hour incarcerated shall be assessed against a defendant in each case in which the defendant is incarcerated pursuant to an order of a municipal court judge.

(n) A processing fee in the amount of ten dollars ($10.00) will be assessed against a defendant in each case in which the defendant is booked into the Sedgwick County Adult Detention Facility pursuant to an arrest for a violation of any ordinances of the City of Wichita or pursuant to an order of a municipal court judge.

(o) Each person placed under supervision of a probation officer shall pay a probation fee of one hundred fifty dollars for each probation, re-instatement or extension of probation for each case supervised, except that in any case in which there is a determination of indigency, the fee specified may be reduced or waived by the judge.

(p) For those misdemeanor offenses as set out in K.S.A. 21-2501 that require the individual be fingerprinted before final disposition of the case, a twenty dollar fingerprint fee will be assessed as costs.

(q) Should the court order urinalysis testing, a fee of twenty dollars per test shall be assessed to the defendant as costs.

(r) The assessment and imposition of the court costs pursuant to this section shall be mandatory and the court shall not waive, remit, suspend, parole, or otherwise excuse the payment thereof.

(s) All court costs assessed and imposed by this section shall be paid no later than sixty days following imposition; provided that the court may extend the time for such payment to one hundred twenty days for good cause shown. In no case shall the court order the time for payment of court costs assessed pursuant to this section extended beyond one hundred twenty days from the date of initial imposition.

(t) All court costs collected pursuant to this section shall be accounted for by the clerk of the municipal court and deposited to the general fund of the city and special trust fund with the exception of the two dollars court technology fee, which shall be deposited into the Court Technology Project Account.

(u) All costs and fees shall be assessed as part of the judgment and shall be collected by the court clerk or court administrator of the Municipal Court.

(v) The costs and fees assessed pursuant to this section shall be in addition to the fine imposed.´

SECTION 2. The original of Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of September, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Challenge Planning Grant Application (Districts I, IV, and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the grant application.

Background: On July 27, 2011, the U.S. Department of Housing and Urban Development (HUD) announced the Community Challenge Planning Grant Program. HUD is providing $28 million in 2011 to units of local government, with a minimum grant of $100,000. The grants are for three years. An in-kind local match is required. Among the eligible grant-funded activities are: implementation of plans and strategies that promote livability and sustainability.

Since applications for the grant program were due on September 16, 2010, the City Manager waived the provision for prior City Council approval of the grant application. Per City policy, the grant application is being presented to the City Council for approval on the next available New Business agenda.

Analysis: In support of the implementation initiatives of Project Downtown: The Master Plan for Wichita, the City Council adopted a Downtown Development Incentives Policy on May 17, 2011. This policy provides for a clear, predictable, and transparent process by which the City of Wichita will invest in public infrastructure such as streets, parks, and public parking through public-private partnerships. These partnerships will foster catalytic private investments in downtown revitalization projects. To further the effectiveness of this policy, the Community Challenge Planning Grant Program is proposed to fund a Downtown Livability Action Plan that will provide detailed plans, design concepts, and funding strategies for downtown infrastructure investments and catalyst site development.

Grant funding is proposed for use to hire consultants to help the City develop detailed action plans, design concepts, and funding strategies so that the City can be prepared to quickly respond with infrastructure improvements needed by private sector redevelopment projects. The attached grant application provides detailed information regarding the proposed use of grant funding. In summary, plans, designs, and funding strategies will be developed for:

1. Streetscaping – Project Downtown's Transportation Plan will be further developed and conceptual streetscape designs and funding strategies will be developed.
2. Parking – Project Downtown's Strategic Public Parking Infrastructure Plan will be further developed and a comprehensive downtown parking strategy will be developed.
3. Parks/Open Space – Project Downtown's Green Public Spaces Plan will be further developed with conceptual designs and funding strategies for downtown parks and open space.
4. Catalyst Sites – Project Downtown's Catalyst Sites Plan will be further developed to include conceptual designs and funding strategies for the highest priority sites.

The required in-kind local match will be provided by the City through the assignment of existing City staff to provide project management, research, and local expertise. The Wichita Downtown Development Corporation and the Greater Wichita Metro Area Chamber of Commerce also will provide a portion of the in-kind local match by assigning staff and providing facilities, printing, website management, and communication efforts to support community engagement and project marketing and communication.

Financial Consideration: The Community Challenge Planning Grant application is for $882,776. If awarded the grant, the City of Wichita will be required to provide an in-kind local match totaling $174,143 over three years. The City portion of the in-kind local match will consist of City staff devoting approximately 3,075 hours over the next three years on the planning projects funded by the grant. The Wichita Downtown Development Corporation and the Greater Wichita Metro Chamber of Commerce have committed in-kind local matching funds for the grant in the amounts of $246,000 and $30,000, respectively.

Goal Impact: The Community Challenge Planning Grant will help achieve the goals of Promoting Economic Vitality, Creating Vibrant Neighborhoods, and Ensuring Efficient Infrastructure.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the grant application to the Community Challenge Planning Grant Program.

Attachments: Community Challenge Planning Grant Application

PROJECT DOWNTOWN

APPLICATION FOR A

DOWNTOWN LIVABILITY ACTION PLAN

FOR WICHITA, KANSAS

SEPTEMBER 2011

WICHITA DOWNTOWN Development Corporation

CITY OF WICHITA

VISIONEERING WICHITA

Creating the future for our regional community.

Community Challenge Planning Grant Program Application for a

Downtown Livability Action Plan for Wichita, Kansas

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Community Challenge Planning Grant Program Application for a

Downtown Livability Action Plan for Wichita, Kansas

Applicant Abstract

Project Name	Downtown Livability Action Plan
Lead Applicant	City of Wichita, Kansas
Point of Contact	Scott Knebel, AICP, Downtown Revitalization Manager
Telephone	(316) 268-4456
Email	sknebel@wichita.gov
Population 2010 Census	382,368
Total Budget	$1,332,917
HUD Request	$882,776
Applicant Match	$450,141 (51%)
Location	Sedgwick County, Kansas
Congressional District	Kansas 4th

The City of Wichita, Kansas partnered with the Wichita Downtown Development Corporation (WDDC) and the Greater Wichita Metro Chamber of Commerce's Visioneering Wichita Initiative (Visioneering) to develop Project Downtown: The Master Plan for Wichita. The City of Wichita, as lead applicant, is partnering with the WDDC and Visioneering on this grant application for funding assistance to develop a Downtown Livability Action Plan to implement the strategies of Project Downtown. The Downtown Livability Action Plan will develop detailed action plans, design concepts, and funding strategies for Project Downtown infrastructure investments and catalyst site development needed to support and catalyze private-sector investment in redevelopment projects that promote livability and sustainability. A map of the project area and surrounding context is provided in the appendices.

The Downtown Livability Action Plan will use Community Challenge Planning Grant funds to hire nationally-recognized consultants to assist a team of 11 designated local staff from the City of Wichita, the WDDC, and Visioneering to develop detailed action plans, design concepts, and funding strategies for Streetscaping, Parking, Parks/Open Space, and Catalyst Sites. Each of these projects will be developed utilizing a robust community engagement process described in the Public Participation section below. The goal of the Downtown Livability Action Plan is to prepare the City of Wichita to make quick and efficient investments in infrastructure that are timed with and supportive of private sector investment in redevelopment projects such as affordable housing and higher-density, mixed-use districts.

Project partners will provide in-kind staff time to provide management and oversight for each project component to ensure that each adheres to the approved work plan and meets the established purpose and outcomes. Research and local expertise will be provided through in-kind staff time to ensure that the consultant is basing recommendations on the most pertinent information. Project partners will provide in-kind staff time to provide marketing and communications for each project using a variety of media and organizations to ensure a high level of participation in the planning and decision-making processes by underrepresented populations. Project partners will further the community engagement efforts by providing in-kind services such as rooms, refreshments, and supplies for meetings as well disseminating project information using a variety of media and organizations.

Community Challenge Planning Grant Program Application for a

Downtown Livability Action Plan for Wichita, Kansas

Rating Factor Narrative Response

1. Rating Factor 1 – Purpose and Outcomes

a. **Purpose and Alignment with Livability Principles** – In 1989, the City of Wichita adopted the Development Plan for Downtown Wichita, which outlined an aggressive public infrastructure investment strategy for reversing decades of downtown decline. Over the next 20 years, a number of regional cultural and entertainment destinations were built and the Old Town neighborhood received the EPA's National Award for Smart Growth Achievement, but downtown as a whole still suffered from decline.

Therefore, in late 2008, Wichita Mayor Carl Brewer attended dozens of meetings throughout the community to discuss a vision of creating a downtown that is "Everybody's Neighborhood", a vibrant community gathering place that connects the Old Town District, the new Intrust Bank Arena and Riverfront improvements including the Wichita WaterWalk and the Museum District. The response from the community to the Mayor's vision was overwhelmingly positive.

The resulting Project Downtown plan, adopted in late 2010, recommended a departure from the public infrastructure investment strategy of the previous two decades of "build it and they will come" and instead recommended a clear, predictable, and transparent business plan approach to public investment. Project Downtown recommended that public investments in infrastructure be made through public-private partnerships and be timed with and supportive of private investment in redevelopment projects that promoted the livability and sustainability of downtown. Project Downtown further recommended that public infrastructure investments be limited to public assets such as streetscaping, public parking, and parks and open space that have lasting public benefits and facilitate additional private investment. Finally, Project Downtown recommended that a number of publicly-owned brownfield sites be redeveloped through public-private partnerships in a manner that catalyzed additional private investment in surrounding sites.

While Project Downtown laid the framework for this business plan approach to redevelopment through public-private partnerships and identified overall long-term priorities for public investments, the more detailed action plans, design concepts, and funding strategies for Project Downtown infrastructure investments and catalyst site development are still needed in order to support and catalyze private-sector investment in redevelopment projects.

Community Challenge Planning Grant funding is sought for the implementation of Project Downtown and the aforementioned strategies to promote livability and sustainability in downtown. The implementation plan is being called the Downtown Livability Action Plan. The project is a partnership among the City of Wichita (as lead applicant), the Wichita Downtown Development Corporation (WDDC) and the Greater Wichita Metro Chamber of Commerce's Visioneering Wichita Initiative (Visioneering). A map of the project area and surrounding context is provided in the appendices.

(1) Provide More Transportation Choices –Context-sensitive streetscaping design concepts will be developed that support private-sector redevelopment projects and provide walkable connections among these new developments and existing nodes of development. Streetscaping designs will provide for transit-friendly streets that support the expansion of downtown transit services in order to improve the housing-jobs connection. A system of on-street bicycle lanes will be incorporated into streetscaping design designs. A "park once" strategy will be developed that provides for strategically located shared parking facilities where motorists can park upon their arrival to downtown and then use other modes of transportation for intra-downtown trips, thereby reducing congestion and pollution.

(2) Promote Equitable, Affordable Housing – The Downtown Livability Action Plan will focus on developing detailed action plans to form public-private partnerships for developing the transit-oriented, mixed-used neighborhoods identified in Project Downtown. By focusing on expanded transit services and the housing-jobs connection it can support, the affordability of resulting downtown housing will be increased. Additionally, strategies for further use of Low Income Housing Tax Credits will be foster additional development of mixed-income housing in downtown.

(3) Enhance Economic Competitiveness – The Downtown Livability Action Plan will put in place the detailed action plans and design concepts necessary to create additional mixed-use urban neighborhoods in downtown. These neighborhoods will provide greater opportunities for access to employment and educational opportunities for residents while also improving the regional and national competitiveness of businesses by providing neighborhoods that will attract the best and the brightest young workers.

(4) Support Existing Communities – Downtown Wichita has experienced significant decline over the past several decades as businesses and residents relocated to newer suburban development areas. The decline began to be reversed in certain areas of downtown in the last couple of decades, but these revitalized areas are still separated by large areas of downtown that still needed revitalization. The Downtown Livability Action Plan will put in place the tools need to further the revitalization of downtown through public-private partnerships that rehabilitate and improve the public infrastructure as well as support private-sector investment in redevelopment projects that promote livability and sustainability.

(5) Coordinate Policies and Leverage Investment – The Downtown Livability Action Plan leverages significant local investment by the project partners and provides federal funding to engage nationally-recognized experts that otherwise could not retained using existing resources available to the project partners. These nationally-recognized experts will bring to the project the latest, most innovative techniques in urban development and community engagement to ensure that the resulting plans promote livability and sustainability to the highest extent. The robust community engagement efforts proposed will increase the accountability and effectiveness of the plans and ensure that underrepresented populations participate in the process.

(6) Value Communities and Neighborhoods – The overall goal of the Downtown Livability Action Plan is to guide the wise investment of scarce public resources in a

manner that promotes healthy, safe, and walkable neighborhood development in downtown. By using Project Downtown's business plan approach of public-private partnerships and the proposed robust community engagement process, the Downtown Livability Action Plan will result in action plans and conceptual designs for targeted, market-drive redevelopment projects such as affordable housing and higher-density, mixed-use districts that promote livability and sustainability.

b. Clarity of Outcomes –The success of the Downtown Livability Action Plan will be gauged by the successful attainment of the outcomes described below. Due to the prescribed space limitations of the application, the extensive baseline data regarding the outcome measures (to the extent it is applicable and available) will be reported to HUD prior to the commencement of grant-funded activities, as described in the Evaluation Methods section. Applicable outcome measures will be monitored, and reported as necessary, beyond the grant period.

(1) Increased Participation and Decision Making – The Downtown Livability Action Plan will use a robust community engagement process that will increase participation of underrepresented populations in the planning and decision-making processes. Demographics such as race/ethnicity, income, age, and household status will be collected from participants and an annual report will be prepared comparing these demographics to the overall community to determine which segments of the population are underrepresented in the process and to recommend potential community engagement strategies to increase their participation.

(2) Impact on Affordability and Accessibility – The Downtown Livability Action Plan will focus on the creation of a diverse range of downtown housing choices. The impact on affordability and accessibility outcomes in the project area will be to increase the number of housing units available to low- and moderate-income households, which will be measured by annual count of the number of rental units that are set aside for low- and moderate-income households and the number of housing units that are available at below market rate.

(3) Energy Efficiency Increases – Increased energy efficiency will be a goal of the Downtown Livability Action Plan. Each project component will have an identified section that addresses energy efficiency and recommends specific action strategies and provides detailed design concepts for the reduction of energy usage by public infrastructure projects.

(4) Economic Development – The Downtown Livability Action Plan will focus on the revitalization of downtown as a tool to promote economic growth in the region. Outcome measures for economic development in the project will be: (1) increased employment and (2) increased value of land and improvements, both of which will be measured and reported annually.

(5) Travel Changes – The Streetscaping and Parking components focus on fostering private-sector investment in redevelopment through creating a downtown public realm that provides improved walkability, expands multi-modal transportation options, and promotes a "park once" strategy. Outcome measures for travel changes in the project area will be: (1) increased transit ridership, measured daily

and reported monthly; (2) increased bicycle ridership, measured and reported annually; and (3) decreased pedestrian accidents, measured upon occurrence with an annual report that analyzes causes and recommends potential remedial actions.

(6) Environmental Benefits – Environmental sustainability will be a goal of the Downtown Livability Action Plan. Each project component will have an identified section that addresses environmental sustainability and recommends specific action strategies and provides detailed design concepts for environmental sustainability of infrastructure projects. LEED certification of projects will be sought.

c. Implementation – Throughout plan development and approval, Project Downtown received extensive community, local government, and private sector support. Over half the cost of plan development was funded by the private-sector. Many of the community engagement meetings for the plan were attended by hundreds of community members, and the plan was adopted unanimously by the Wichita City Council. This support has continued, with continued high-levels of community participation in implementation activities, increased private sector funding of plan initiatives and investment in redevelopment projects, and local government support of more clear and predictable downtown development policies and funding for increased public sector investment in downtown infrastructure. This continued support is evidenced by the leveraged resource commitments for the Downtown Livability Action Plan from the private sector exceeding those of the public sector. Continued local government funding of the public infrastructure to be addressed by the project components is evidenced by recent policy and budget decisions of the Wichita City Council.

2. Rating Factor 2 – Work Plan and HUD Policy Priorities

a. Work Plan – The proposed work plan is to develop a Downtown Livability Action Plan to further the implementation of Project Downtown: The Master Plan for Wichita. Project Downtown calls for a revitalization strategy that utilizes public-private partnerships, with the public sector making strategic investments in infrastructure such as streetscaping, public parking, parks and open space and with the private sector making investments in redevelopment projects that promote livability and sustainability. Project Downtown also identifies nine publicly-owned brownfield sites for redevelopment projects that, if implemented, would serve as a catalyst for further redevelopment in surrounding areas.

The Downtown Livability Action Plan will use Community Challenge Planning Grant funds to hire nationally-recognized consultants to assist a team of 11 designated local staff from the City of Wichita, the WDDC, and Visioneering to develop detailed action plans, design concepts, and funding strategies for Streetscaping, Parking, Parks/Open Space, and Catalyst Sites. Each of these projects will be developed utilizing a robust community engagement process described in the Public Participation section below. The goal of the Downtown Livability Action Plan is to prepare the City of Wichita to make quick and efficient investments in infrastructure that are timed with and supportive of private sector investment in redevelopment projects such as affordable housing and higher-density, mixed-use districts.

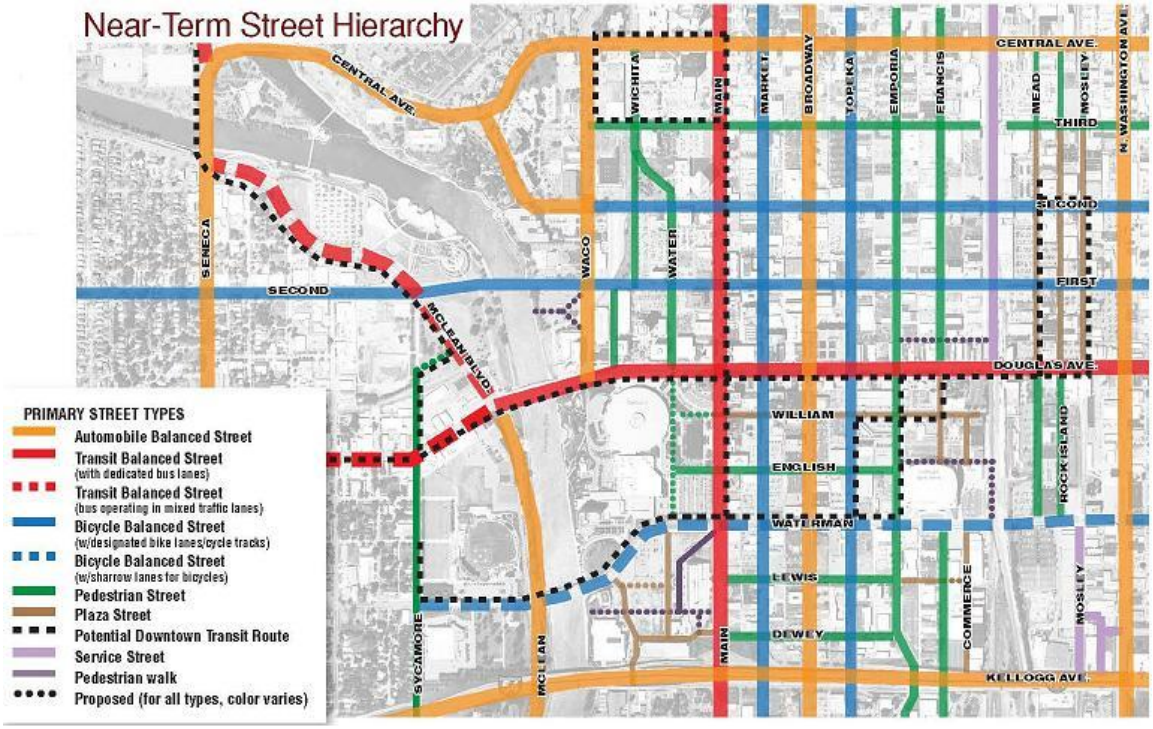
(1) Proposed Activities

(a) Streetscaping – Project Downtown's Transportation Plan (illustrated below) will be further developed with conceptual streetscape designs and funding strategies. Issues to be addressed include:

(i) The streets in downtown will be assessed for needed streetscaping improvements to support Project Downtown's Transportation Plan and the Downtown Wichita Streetscape Design Guidelines.

(ii) An assessment of streetscaping improvements most likely to support private sector redevelopment will determine priority street segments.

(iii) Conceptual designs and funding strategies for the priority street segments will be developed.



(b) Parking - Project Downtown's Strategic Public Parking Infrastructure Plan (illustrated below) and the Downtown Parking and Mobility Management Plan will be further developed into a comprehensive downtown parking strategy. Issues to be addressed include:

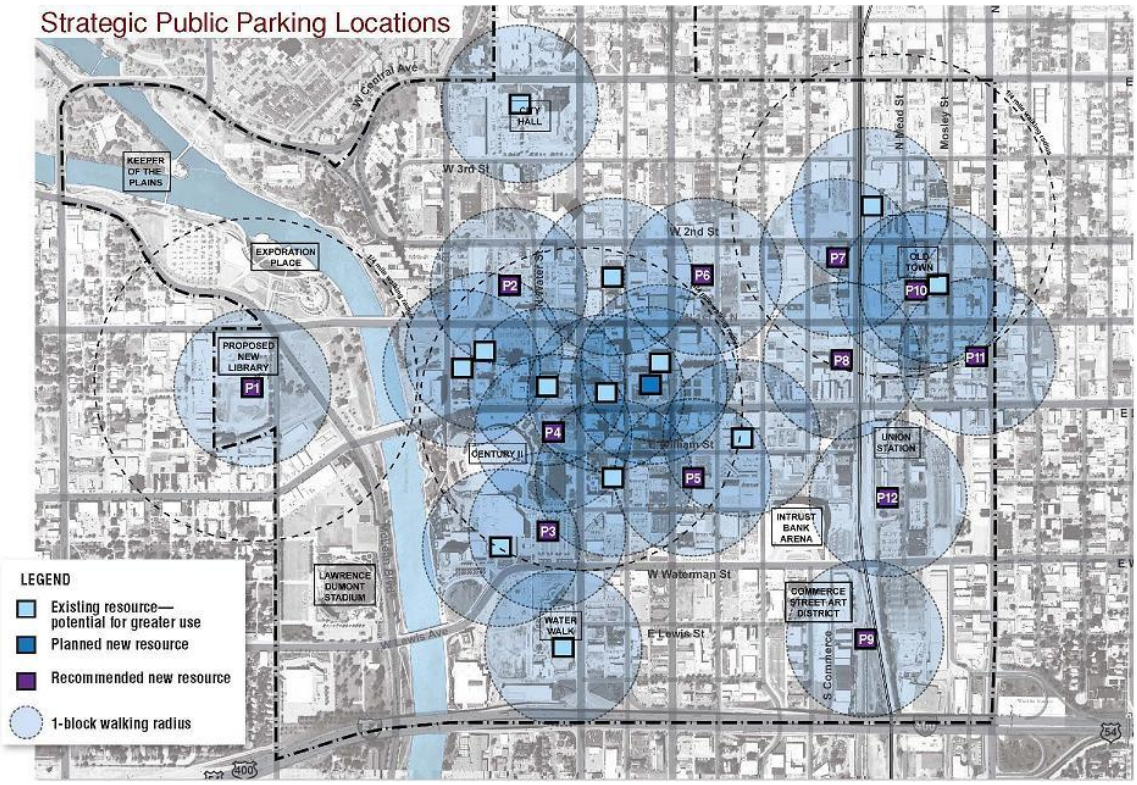
(i) An overall strategy for priority setting and determining when and how public investment in parking should be made in support of private sector redevelopment projects will be developed.

(ii) Policies addressing how public parking facilities should be operated (including who should pay and how much) will be determined.

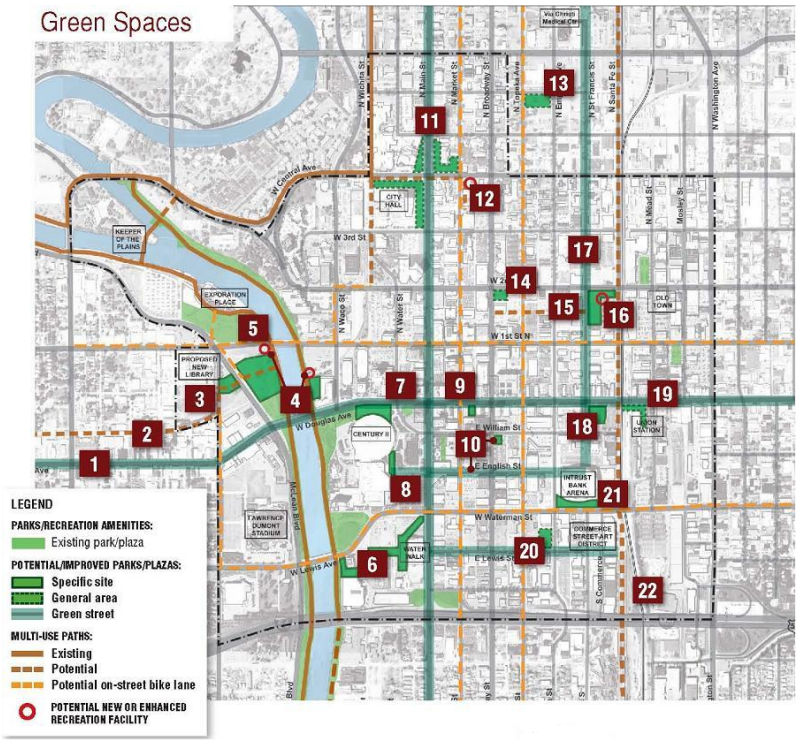
(iii) A funding strategy for capital investment and ongoing operations and maintenance will be developed for off-street facilities, both existing and new.

(iv) A comprehensive on-street parking program will be developed that includes regulations, pricing, fines, enforcement, and use of revenue.

(v) A system branding and operations plan will be developed.



(c) Parks/Open Space – Project Downtown's Green Public Spaces Plan (illustrated at right) will be further developed with conceptual designs and funding strategies for downtown parks and open space. Issues to be addressed include:



(i) An overall strategy will be developed for priority setting and determining when and how public investment in parks/open space should be made in support of private sector redevelopment.

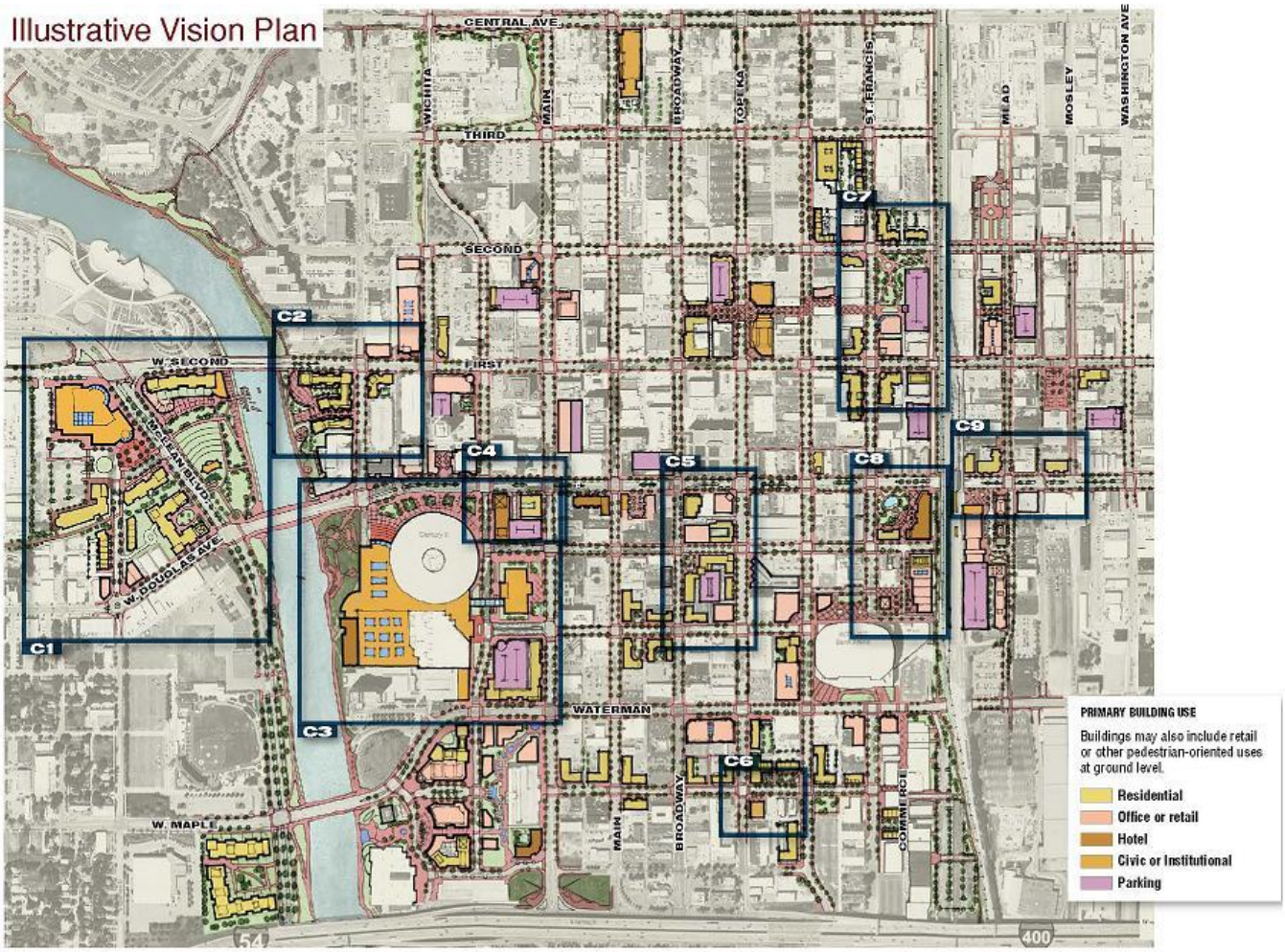
(ii) Policies addressing how the facilities should be operated, including who should be responsible for operations and maintenance and the associated expenses will be determined.

(iii) Conceptual designs will be developed for high priority projects.

(d) Catalyst Sites – Project Downtown's Catalyst Sites Plan (illustrated below) will be further developed with conceptual designs and funding strategies for the highest priority sites. Issues to be addressed include:

(i) Review of catalyst sites to determine which sites are most ripe for redevelopment and would have the most near-term catalytic affect on private sector investment in redevelopment of nearby sites.

(ii) Determine a development program for the high priority sites and conduct a formal request for development proposals for those sites.



(2) Public Participation Plan – Nationally-recognized consultants will provide experience and ingenuity with community engagement specifically targeted to increasing participation of underrepresented populations in the planning and decision-making processes. Additionally, Visioneering with its extensive community contacts and outreach expertise will lead local efforts to increase participation by underrepresented populations. WDDC will provide the bulk of local resources, under the guidance of Visioneering, focused on community engagement such as, organizing and hosting meetings; communications support; marketing development; development and management of online resources and social media; public and media relations consulting; printed materials; and mailing. Other strategies for increasing public participation will include: proactive media relations with

newspaper, radio, and television; programming on the City's local access cable channel; flyers distributed to homeless shelters/drop-in centers and low-income housing areas; and use of non-English language interpreters and materials.

(3) Schedule – The proposed project schedule is a total of three years. In general, two project components will be in the plan development phase at any one time during the project period. The table below outlines the project schedule for the Downtown Livability Action Plan.

Downtown Livability Action Plan Project Schedule

		2012				2013				2014			
Project	**Key Milestones**	**1**	**2**	**3**	**4**	**1**	**2**	**3**	**4**	**1**	**2**	**3**	**4**
Streetscaping	Procurement & contract	X											
	Research & data collection			X									
	Draft plan development						X						
	Final plan development								X				
	Plan review & approval										X		
Parking	Procurement & contract		X										
	Research & data collection			X									
	Draft plan development					X							
	Final plan development						X						
	Plan review & approval								X				
Parks/Open Space	Procurement & contract					X							
	Research & data collection						X						
	Draft plan development								X				
	Final plan development									X			
	Plan review & approval											X	
Catalyst Sites	Procurement & contract						X						
	Research & data collection								X				
	RFP Developed									X			
	Developer Responses										X		
	Review Responses to RFP												X

(4) Other Work Plan Elements

(i) Responsible Entity – As lead applicant, the City of Wichita will be the entity responsible for performance of all Community Challenge Planning Grant Program requirements. The Wichita City Council will approve all contracts with consultants and will have final approval authority for all project components. Through policy direction provided to the City Manager, the Wichita City Council will direct the work on all project components. The City Manager has assigned the Downtown Revitalization Manager to provide day-to-day management and

oversight of all project components. The boards of directors of the project partners (WDDC and Visioneering) will provide prior endorsement of all actions presented to the Wichita City Council for final approval.

(ii) Evaluation Methods – The success of the Downtown Livability Action Plan will be evaluated based on an assessment of the outcome measures identified in the Clarity of Outcomes section. An initial report of the extensive baseline data associated with the outcome measures will be developed and reported to HUD prior to the commencement of grant-funded activities. An annual report will compare future data to baseline data to evaluate the extent to which the outcome measures were realized. Any shortcomings in the desired outcomes will be identified in the report and recommended actions to improve the outcome results will be provided. The annual report will be distributed to HUD, the project partners, and project participants and will be made available online for interested citizens and for capacity building and knowledge sharing.

(iii) Anticipated Obstacles – Despite extensive ongoing efforts by the project partners to involve diverse populations in the planning and decision making processes, racial and ethnic minorities, low- and moderate-income persons, young persons, and non-traditional households continue to be underrepresented in the processes. An anticipated obstacle is continued difficulty in expanding the diversity of the participants. The expanded efforts through grant funding and leveraged resources are intended to increase participation of these underrepresented populations.

(iv) Affirmatively Furthering Fair Housing – The Analysis of Impediments to Fair Housing Choice prepared by the City of Wichita identifies the primary impediments to fair housing in Wichita as the availability of affordable housing options for low- and moderate-income persons and the availability of a public transportation. The Downtown Livability Action Plan will encourage the continued use of Low Income Housing Tax Credits and other subsidies and incentives to the private sector for the development of affordable housing in downtown. Additionally, the Streetscaping and Parking project components will identify specific action plans to increase access to public transportation in downtown.

b. HUD Policy Priorities

(1) Capacity Building and Knowledge Sharing – Through the development of the Downtown Livability Action Plan, the project partners will continue to strengthen their capacity to jointly develop plans and make decisions that result in high-quality, affordable placemaking through mixed-use urban revitalization in downtown.

(a) Increase the Skills and Technical Expertise of Partner Organizations – The 11 designated staff members for the project will participate in webinars and in-service training sessions that are available during the project period regarding managing federal awards, financial management, and program performance assessment and evaluation. The project partners will participate in approximately two to three training sessions per year during the project period.

Additionally, knowledge gained from individual research of online material will be shared among the partner organizations during project management meetings.

(b) **Share Knowledge Among Partners** – For each project component, and for the Downtown Livability Action Plan overall, a web site will be maintained by the WDDC for the purpose of sharing knowledge and information among the project partners and with the general public. Updates to this website generally will be posted weekly during the project period and periodic e-mail updates will be distributed. Additionally, project management meetings will focus on knowledge and information sharing among the partner organizations.

(2) **Expand Cross-Cutting Policy Knowledge** – The project partners will develop and maintain a database of downtown properties as well as track data on key downtown indicators, including the outcome measures described in the Rating Factor 1 section. Online access to this data, as well as the annual data analyses of outcomes of this project, will be provided to the public free of charge. Additionally, the data and analyses will be disseminated at least once annually to key target audiences such as businesses, developers, and planning organizations, on a local, regional, and national level through reports, articles, video programs, and other media. Finally, key policy lessons learned from analysis of the outcomes will be shared through speaking engagements by project partners at professional seminars and conferences approximately once annually.

3. Rating Factor 3 – Budget

A total project budget of $1,332,917 is proposed. Of that, $882,776 is proposed to be HUD funds. The remaining $450,141 is proposed to be applicant match in the form of in-kind contributions of staff time and project services by the project partners. The proposed use of funds is outlined in the table below.

Professional consultants will be hired to supplement the expertise of the project partners. Nationally-recognized experts will be employed for each action plan project to ensure the highest-quality outcomes. Professional consultants will be hired through a competitive request for proposals process and employed through contracts for professional services approved by the City Council of the City of Wichita in accordance with all grant requirements.

Consultant contracts will require that a minimum of five percent (5%) of the consultant's project budget be spent on community engagement activities. Selected consultants must demonstrate experience and ingenuity with community engagement specifically targeted to increasing participation of underrepresented populations in the planning and decision-making processes. Project partners will further the community engagement efforts by providing in-kind services such as rooms, refreshments, and supplies for meetings as well disseminating project information using a variety of media and organizations.

Project partners will provide in-kind staff time to provide management and oversight for each project component to ensure that each adheres to the approved work plan and meets the established purpose and outcomes. Research and local expertise will be provided through in-kind staff time to ensure that the consultant is basing recommendations on the most pertinent information. Project partners will provide in-kind staff time to provide marketing and

communications for each project using a variety of media and organizations to ensure a high level of participation in the planning and decision-making processes by underrepresented populations.

Downtown Livability Action Plan Budget Proposal

Action Plan Project	Expenditure Description	HUD Funds	Applicant Match
Streetscaping	Professional Consultant	$475,000	--
	Community Engagement	$25,000	$56,300
	Project Management	--	$75,000
	Research & Local Expertise	--	$75,000
	Marketing & Communications	--	$43,700
	Total Streetscaping Project	**$500,000**	**$250,000**
Parking	Professional Consultant	$142,500	--
	Community Engagement	$7,500	$16,800
	Project Management	--	$22,500
	Research & Local Expertise	--	$22,200
	Marketing & Communications	--	$13,500
	Total Streetscaping Project	**$150,000**	**$75,000**
Parks/Open Space	Professional Consultant	$118,750	--
	Community Engagement	$6,250	$14,400
	Project Management	--	$18,750
	Research & Local Expertise	--	$18,100
	Marketing & Communications	--	$11,250
	Total Parks/Open Space Project	**$125,000**	**$62,500**
Catalyst Sites	Professional Consultant	$95,000	--
	Community Engagement	$5,000	$11,500
	Project Management	--	$15,000
	Research and Local Expertise	--	$27,141
	Marketing and Communications	--	$9,000
	Total Catalyst Sites Project	**$100,000**	**$62,641**
Travel - Washington DC	Airfare	$2,700	--
	Per Diem	$5,076	--
	Total Travel	**$7,776**	**--**
Total Project Costs		**$882,776**	**$450,141**

4. Rating Factor 4 – Additional Leveraging and Collaboration

a. **Additional Leveraging** – The leveraged resources for the Downtown Livability Action Plan will be provided by the City of Wichita and project partners the WDDC, a non-profit development corporation, and Visioneering, representing citizens and businesses from throughout metropolitan Wichita. Leveraged resources will include in-kind contributions of staff time to the project from each partner organization through a total of 11

designated staff. Other leveraged resources will be in-kind resources focused on community engagement such as, organizing and hosting meetings; communications support; marketing development; development and management of online resources and social media; public relations consulting; printed materials; and mailing. The table below specifies how leveraged resources will be allocated to the different projects of the Downtown Livability Action Plan.

Downtown Livability Action Plan Leveraged Resources

Staff/In-Kind Resources	Streets	Parking	Parks	Catalyst	Total
Scott Knebel, Downtown Manager	$49,476	$14,817	$12,391	$9,965	$86,648
Gary Janzen, Design Engineer	$26,674	--	--	--	$26,674
Paul Gunzelman, Traffic Engineer	$14,415	$2,283	--	--	$16,698
Larry Hoetmer, Landscape Architect	--	--	$14,535	--	$14,535
Allen Bell, Development Director	--	$4,052	--	$12,157	$16,209
John Philbrick, Real Estate Admin.	--	$4,712	--	$8,664	$13,376
Jeff Fluhr, WDDC President	$37,007	$11,808	$6,940	$7,245	$63,000
Jason Gregory, WDDC Exec. V.P.	$37,007	$11,807	$6,941	$7,245	$63,000
Jaimie Zellner, WDDC Dir. of Comm.	$17,130	$5,130	$4,290	$3,450	$30,000
Suzie Ahltstrand, Visioneering V.P.	$7,386	$2,212	$1,850	$1,488	$12,935
Diane Longfellow, Admin. Asst.	$4,605	$1,379	$1,153	$927	$8,064
Community Engagement (in-kind)	$56,300	$16,800	$14,400	$11,500	$99,000
Total Leveraged Resources	**$250,000**	**$75,000**	**$62,500**	**$62,641**	**$450,141**
Federal Funds Requested	**$500,000**	**$150,000**	**$125,000**	**$100,000**	**$882,776**
Leveraged Resources Percentage	**50.0%**	**50.0%**	**50.0%**	**62.6%**	**51.0%**

The Downtown Livability Action Plan is strongly related to several federal sustainability investments. The Regional Economic Area Partnership for the greater Wichita area will be submitting an application for a Sustainable Communities Regional Planning Grant. In order to ensure that both plans are integrated, the project partners for the Downtown Livability Action Plan will participate as consortium members in developing a Regional Plan for Sustainable Development. Environmental assessments of the Catalyst Sites have been completed through the EPA's Targeted Brownfield Assessment Program in order that any necessary environmental remediation can be undertaken through redevelopment of these brownfield sites. A HUD insured mortgage through the Office of Multifamily Programs will be used for the Exchange Place Project to convert several vacant downtown office buildings to 230 apartments. HUD's Low Income Housing Tax Credit Program has been used extensively to finance the development of affordable rental housing projects in downtown and such projects will be further encouraged through the Downtown Livability Action Plan.

The average per capita income of the project area is approximately 88.5% of the average per capita income of the Wichita Metropolitan Statistical Area (MSA). As shown in the table below, the average per capita income of the project area is $18,303; whereas, the average per capita income of the Wichita MSA is $20,692.

Downtown Livability Action Plan Per Capita Income

	BG 5 CT 26	BG 6 CT 26	BG 1 CT 43	BG 2 CT 43	BG 3 CT 43
Per capita income in 1999	$13,676	$9,999	$22,404	$21,608	$14,986
Un-weighted Average					$16,535
Population	765	983	1,988	1,688	611
Total Population					6,035
Aggregate Per Capita Income	$10,462,140	$9,829,017	$44,539,152	$36,474,304	$9,156,446
Total Per Capita Income Project Area					$110,461,059
Average Per Capita Income Project Area					**$18,303**
Wichita MSA Per Capita Income					**$20,692**
Project Area Income as Percent of MSA					**88.5%**
Source: U.S. Census Bureau					

b. Collaboration – The City of Wichita is partnering with the WDDC, a non-profit development corporation, and Visioneering, representing citizens and businesses from throughout metropolitan Wichita. The project partners successfully collaborated on a multi-year effort to complete Project Downtown: the Master Plan for Wichita, a 20-year blueprint for the revitalization of downtown Wichita. The project partners continue to collaborate Project Downtown implementation efforts, including:

- Establishing a Downtown Design Resource Center with a storefront Innovation Center geared towards providing development information about downtown and assisting developers with public-private redevelopment partnerships
- Developing a Downtown Development Incentives Policy to provide clarity and predictability for developers seeking redevelopment incentives
- A brownfield redevelopment of a abandoned factory site with public parking and a plaza area, including three blocks of surrounding streetscaping improvements, that has resulted in over $5 million in private sector redevelopment projects
- A public-private partnership to undertake a $30 million historic renovation of a vacant 14-story office building to a hotel, including interpretive arts elements telling the story of a youth-led lunch counter sit-in that occurred at the site in the summer of 1958 and the construction of a public parking garage
- Developing a transit-oriented development study for downtown's major artery using funding from the Federal Transit Administration

5. Rating Factor 5 – Capacity

a. Examples of Previous Projects – Project Downtown: the Master Plan for Wichita was a multi-year, many-faceted planning project of similar scope to action plan projects proposed for the Downtown Livability Action Plan. The project partners successfully

collaborated on both plan development as well as plan implementation, as described in the Collaboration section. Additionally, individual project members have decades of experience managing multi-faceted planning, design, and redevelopment efforts, as outlined in their resumes in the Appendices.

b. **Experience in Outreach Efforts** – For Project Downtown, the project partners have reached out to thousands of citizens to get their input regarding plan development and implementation. The outreach efforts include a variety of techniques including, television, radio, and newspaper coverage; social media; public meetings; educational lectures; individual interviews; focus groups; real-time key pad polling; online surveys; design charrettes; and a Walkshop through which participants provided photographic input regarding the planning area. Additionally, Visioneering has established 16 strategic alliances throughout the community and has connected with over 10,000 citizens and businesses and will be bringing those contacts and their outreach expertise to the project.

c. **Designated Staff** – In addition to the use of nationally-recognized experts as consultants for each of the action plan projects, the project partners have designated 11 professional staff with outstanding qualifications to provide project management and oversight; lead community outreach efforts; conduct research and provide local expertise; and provide project marketing and communications. The resumes of professional staff providing in-kind staff time and services are provided in the appendices. The individual staff, their primary role in the project, and a summary of their qualifications is outlined below.

- **Scott Knebel, AICP, Downtown Revitalization Manager** – Scott will serve as the overall project manager and will provide overall research and local expertise for the Downtown Livability Action Plan as well as serve as the project manager for the Parking, Parks/Open Space, and Catalyst Site projects. Scott has almost 20 years experience managing multi-faceted planning projects, including many grant funded projects.
- **Gary Janzen, PE, Design Engineer** – Gary will be the project manager for the Streetscaping project. Gary has over 15 years experience managing design projects for all forms of public infrastructure, including numerous streetscaping and grant funded projects.
- **Paul Gunzelman, PE, Traffic Engineer** – Paul will provide research and local expertise on the Streetscaping and Parking projects. Paul has over 15 years of traffic engineering experience.
- **Larry Hoetmer, RLA, ASLA, Principal Planner** – Larry will provide research and local expertise on the Parks/Open Space project. Larry has almost 25 years of planning and landscape architecture experience.
- **Allen Bell, Urban Development Director** – Allen will provide research and local expertise on the Parking and Catalyst Site projects. Allen has over 35 years of economic development and development finance experience.
- **John Philbrick, Real Estate Administrator** – John will provide research and local expertise on the Parking and Catalyst Site projects. John has almost 35 years of real estate management and development finance experience.
- **Jeff Fluhr, WDDC President** – Jeff will assist with overall project management, community engagement, and marketing and communication as well as provide

research and local expertise for all projects. Jeff has almost 20 years of experience managing downtown development organizations and projects.

- **Jason Gregory, WDDC Executive Vice President** – Jason will oversee marketing and communication efforts, assist with the oversight of community engagement, and provide research and local expertise for all projects. Jason has over 10 years experience with project management, planning, and landscape architecture.
- **Jaimie Zellner, WDDC Director of Communications** – Jaimie will develop marketing and communication materials, manage online resources, and provide research and local expertise for all projects. Jaimie has two years experience in marketing and communications.
- **Suzie Ahltrand, Chamber Vice President for Visioneering** – Suzie will manage community engagement efforts for all projects as well as assist with overall project management and marketing and communication efforts. Suzie has extensive experience with broad-based community engagement efforts for a variety of organizations.
- **Diane Longfellow, Visioneering Administrative Assistant** – Diane will serve as the administrative assistant for all phases of the project.

d. **History in Managing Federal Funds** – The City of Wichita has a long and successful history of managing federal funds. Last year alone, the City of Wichita received over $66 million in federal funds through 35 different grant programs. The staff assigned to undertake the Downtown Livability Action Plan has extensive experience managing grant funded projects and have the knowledge and skills necessary to overcome any obstacles that may arise.

PROJECT DOWNTOWN

APPENDICES

DOWNTOWN LIVABILITY ACTION PLAN

FOR WICHITA, KANSAS

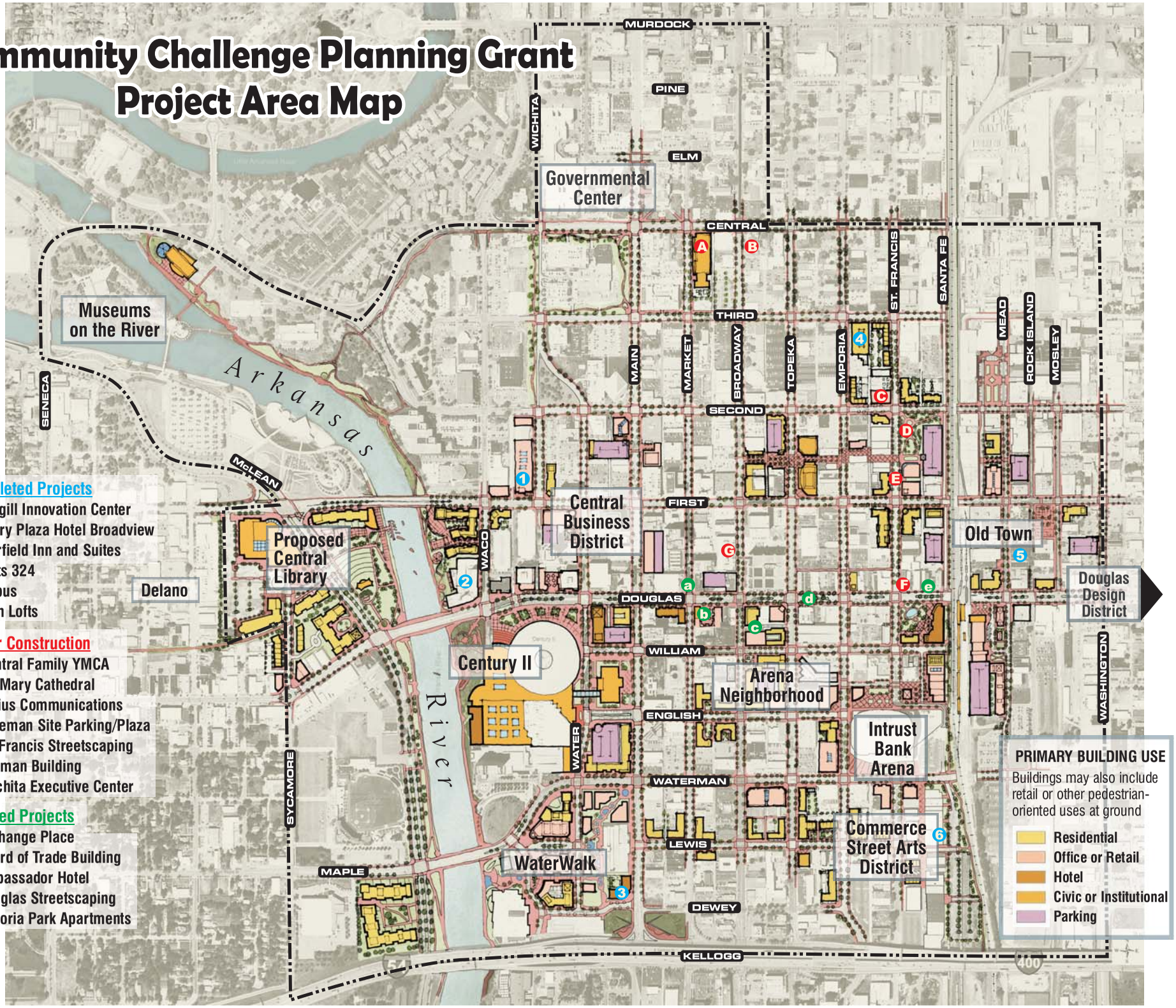
WICHITA DOWNTOWN Development Corporation

CITY OF WICHITA

VISIONEERING WICHITA

Creating the future for our regional community.

Community Challenge Planning Grant Project Area Map



Completed Projects

1. Cargill Innovation Center
2. Drury Plaza Hotel Broadview
3. Fairfield Inn and Suites
4. Flats 324
5. Airbus
6. Finn Lofts

Under Construction

- A Central Family YMCA
- B St. Mary Cathedral
- C Pixius Communications
- D Coleman Site Parking/Plaza
- E St. Francis Streetscaping
- F Zelman Building
- G Wichita Executive Center

Planned Projects

- a Exchange Place
- b Board of Trade Building
- c Ambassador Hotel
- d Douglas Streetscaping
- e Victoria Park Apartments

CITY OF WICHITA

September 8, 2011

To whom it may concern:

On behalf of the City of Wichita, I am providing this correspondence indicating the City's partnership with the Wichita Downtown Development Corporation and the Greater Wichita Chamber of Commerce on the Community Challenge Planning Grant Application. Outlined in the grant application are key implementation initiatives from Project Downtown: The Master Plan for Wichita. The Community Challenge Planning Grant provides opportunities that are otherwise unavailable to further the livability and sustainability downtown resulting in a vibrant regional center that provides a wide range of housing, business, entertainment, and cultural opportunities.

The City of Wichita is committed to providing the following in-kind leveraged resources for the Community Challenge Planning Grant:

Downtown Revitalization Manager - $86,648
The Downtown Revitalization Manager will serve as will serve as the overall project manager and will provide overall research and local expertise for the Downtown Livability Action Plan as well as serve as the project manager for the Parking, Parks/Open Space, and Catalyst Site projects. The Downtown Revitalization Manager is committed for 1,800 hours over the three year grant period.

Design Engineer - $26,674
The Design Engineer will be the project manager for the Streetscaping project. The Design Engineer is committed for 450 hours over the three year grant period.

Traffic Engineer - $16,698
The Traffic Engineer will provide research and local expertise on the Streetscaping and Parking projects. The Traffic Engineer is committed for 300 hours over the three year grant period.

Principal Planner - $14,535
The Principal Planner will provide research and local expertise on the Parks/Open Space project. The Principal Planner is committed for 300 hours over the three year grant period.

City Manager's Office

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T 316.268.4351 **F** 316.858.7712

www.wichita.gov

Urban Development Director - $16,209
The Urban Development Director will provide research and local expertise on the Parking and Catalyst Site projects. The Urban Development Director is committed for 225 hours over the three year grant period.

Real Estate Administrator - $13,379
The Urban Development Director will provide research and local expertise on the Parking and Catalyst Site projects. The Urban Development Director is committed for 225 hours over the three year grant period.

The total amount of in-kind leverage resources to which the City of Wichita is committed is $174,143 over the three-year grant period.

Sincerely,

Robert Layton
City Manager

WICHITA
DOWNTOWN
Development Corporation

September 2, 2011

To whom it may concern,

On behalf of the Wichita Downtown Development Corporation, it is the WDDC's pleasure to provide this correspondence indicating our partnership with the City of Wichita and Visioneering Wichita on the Community Challenge Planning Grant Application. The WDDC is pleased to provide the following in-kind support for this initiative. Outlined in the grant are key development initiatives from the 2010 Downtown Master Plan, ***Project Downtown***. The Master Plan is already shaping development in our city center. The Community Challenge Planning Grant provides opportunities that will further economic development in our downtown resulting in a vibrant regional center.

Areas of annual in-kind contribution:
Staff Allocations – approximately $52,000 per year

President
As president, my role will be to assist in the development of respective project(s) scope of work, review of proposals, conducting public/individual meetings and follow-up focus group meetings. Approximately 20 hours per month will be spent on these initiatives totaling approximately $21,000 annually.

Executive Vice President
This individual will assist in executing the scope of work in the areas of local coordination of research, project management and overseeing initiatives under the responsibility of the Director of Communications. Approximately 40 hours per month will be spent on these initiatives totaling approximately $21,000 annually.

Director of Communications
This individual will assist with marketing (overseeing of the design of graphics) for project initiatives, press releases and media advisories. They will post regular updates to the Wichita Downtown Development Corporation website. The City of Wichita and Visioneering will be linked to the site. They will also conduct necessary project research as well as oversee the distribution of meeting emails. Approximately 40 hours per month will be spent on these initiatives totaling approximately $10,000 annually.

Resource for initiatives - $30,000

The WDDC is committing annually $30,000 toward the engagement of the following services: (1) graphic design by outside marketing consultant for project related marketing development, necessary graphics for website communications, public relations consultation and (2) special mailings or desired printed materials, utilization of the WDDC's Innovation Center for stakeholder meetings.

Total three year WDDC in-kind contribution is approximately $246,000 or $82,000 annually. The organization will document all expenses.

I'm certainly available to address any questions or further clarifications.

Sincerely,

Jeffrey C. Fluhr
President

507 E. Douglas
Wichita, KS 67202
316.264.6005 phone
316.264.0869 fax
www.downtownwichita.org

WICHITA METRO
CHAMBER OF COMMERCE

LETTER OF COMMITMENT August 29, 2010

TO: City of Wichita Metropolitan Area Planning Department

FROM: Suzie Ahlstrand, Wichita Metro Chamber of Commerce

RE: HUD Community Challenge Planning Grant

On behalf of the Wichita Metro Chamber of Commerce I am delighted to write a letter of commitment along with other partners engaged in Community Challenge Planning Grant Program application. This partnership fosters public/private engagement to direct new and expanded collaboration in reducing barriers to achieve a downtown Wichita that is affordable, economically vital and sustainable.

The Wichita Metro Chamber of Commerce through the community long-range plan will commit:

- in-kind services of two staff people, (a Vice-President and Administrative Assistant in the amount of $30,000 over a three year span)
- use Chamber resources (business contacts, extensive email database, communications support)
- organize, convene, host meetings to support and coordinate with area partners and citizens the following strategic areas in support of the Downtown Livability Action Plan to:

- Increase tourism and convention activity to a) create direct value-added jobs, b) provide expanded activities for our residents and c) sell the Wichita MSA as a place to live, learn, work and play.
- Be a healthy, safe community that has a vibrant recreation, entertainment and arts focus that embraces diversity and builds pride.
- Integrate into planning grant a citizen-driven downtown recreation master plan to serve as a guide to planning and developing recreational resources to serve residents and visitors of all ages and income levels with opportunities to:
  - achieve physical, mental, and social well-being,
  - recruit and retain a highly skilled workforce that seeks such recreational resources, and
  - attract visitors and tourists who seek recreational destinations.
- Provide community spaces, green areas and recreational opportunities that celebrate our natural environment, our cultural diversity and our youth.
- Continually develop downtown art amenities, districts, facilities and infrastructure.
- Develop community pride and unity and foster a sense of community among young adults through groups and networks. Social settings are needed where young people can mingle.
- Promote and strengthen downtown neighborhood associations and heighten neighborhood's commitment to the community at large.

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VENTURE BOLDLY

- Understand, celebrate and embrace all cultures and racial diversity and make it evident in everything we do. Encourage interaction among all people and break down barriers.
- Have adequate infrastructure to support downtown, urban and suburban neighborhoods that will enhance quality of life and promote economic development.
- Make downtown a vibrant community and a destination point for our residents, visitors and businesses. Develop downtown to attract and retain singles and young educated people, giving them the desire to reside in the Wichita MSA. Provide more restaurants, attractions and other people amenities (housing, grocery stores, drugstores, medical, etc).
- Offer incentives for inner city residential and business development.
- Develop a viable public transportation system. Enhance transportation opportunities for the poor and disabled.
- Resolve environmental issues that are barriers to development in downtown and inner city neighborhoods.
- Continue and support beautification efforts. Provide grants and other incentives for preservation of historical neighborhoods. Work towards adaptive reuse of historic buildings within the community using private investments and federal and state tax credits. Continue developing historic tourism as an economic force for the region.

These strategies will be fine-tuned and adapted in years to come to address the expectations of the Community Challenge Planning Grant.

The HUD grant has the potential of making an enormous difference in diversifying our downtown market plus creating innovative jobs, leveraging area assets and infrastructure and propelling quality of life enhancements to make downtown desirable for all people and a place that is affordable, economically viable and environmentally sustainable.

Sincerely,

Suzie Ahlstrand

Suzie Ahlstrand, Vice President
Visioneering Wichita and the Wichita Metro Chamber of Commerce

SCOTT KNEBEL, AICP
455 N. Main St. – 10th Floor
Wichita, Kansas 67202
(316) 268-4456
sknebel@wichita.gov

PROFESSIONAL EXPERIENCE

January 2011 to present, **Downtown Revitalization Manager,** Metropolitan Area Planning Department

- Manager responsible for the implementation of *Project Downtown: the Master Plan for Wichita*, a 20-year comprehensive revitalization plan for downtown Wichita, Kansas

July 2005 to December 2010, **Principal Planner**, Metropolitan Area Planning Department

- Assigned to the Advanced Plans Division

November 1999 to June 2005, **Senior Planner**, Metropolitan Area Planning Department

- Assigned to the Current Plans Division

January 1998 to October 1999, **Assistant to the Director**, Metropolitan Area Planning Department

- Served as management assistant to the planning director and provided assistance on special planning related projects

May 1993 to December 1997, **Administrative Assistant**, Police Department

- Supervised the Fiscal Affairs Section, a five-person operation responsible for the budgeting, purchasing, accounting, payroll, and personnel administration functions of the Police Department

June 1992 to April 1993, **Management Intern**, City Manager's Office/Budget Office

- Served as management assistant to the city manager, assistant city manager, and budget officer

July 1990 to May 1992, **Research Assistant**, Wichita State University

- Served as research assistant to the director of the Hugo Wall Center for Urban Studies

EDUCATION/CERTIFICATION

American Institute of Certified Planners, 2009

Master of Public Administration, Wichita State University, 1992

- Specialization: public management

Bachelor of Business Administration, University of Texas at Austin, 1989

- Major: general business

Gary Janzen, P.E.
City of Wichita Chief Design Engineer

Gary Janzen came to the City of Wichita in January 1995 as Materials Engineer. Since then he served as Project Engineer and Area Engineer in the construction engineering section, and was named Chief Design Engineer in June 2005.

Job Description: As Chief Design Engineer, Gary oversees the development and design process for virtually all infrastructure improvement projects, including CIP, subdivision, and in-fill special assessment projects. The Design section staff includes six engineers, the Right of Way and Utility Coordinator, and seven technicians. Five of the technician positions were added through the Public Works / Water Utilities merger.

Some of the more significant design projects that Gary has overseen in recent years includes: numerous street reconstruction and streetscaping projects in the neighborhood adjacent to and surrounding the Intrust Bank Arena in downtown Wichita; new surface parking and Wayfinding signage for the Arena neighborhood; St. Francis Street, from Douglas to 2nd Street North, a project recommended by the City's new Downtown Master Plan, and the first project to implement our new Downtown Streetscapes Design Guidelines; a Transportation & Streetscape plan for the historic Midtown Neighborhood; and West Street, from Maple to Central – one of the City's most congested commercial corridors, with significant access and drainage issues. Total cost for design and construction of just these projects is in excess of $20 million.

Education: Gary graduated from Kansas State University in December 1994 with a degree in Civil Engineering, and is a licensed Professional Engineer.

Organizations: Gary is on the Board of Directors of the Kansas Society of Professional Engineers and is Chairman of the Valley Center Planning Commission.

Other: Gary and his wife Kelli live in Valley Center, just north of Wichita, and have three sons and one daughter.

July 2011

Paul Gunzelman, P.E.
TRAFFIC ENGINEER
ENGINEERING / ARCHITECTURE DIVISION

Education: Graduated from Kansas State University in December 1993 with a degree in Electrical Engineering, and have obtained my Professional Engineer license.

Background: Worked as a summer intern with the City of Wichita the summers of 90-93. In May 1994, I hired on full time as a Technician II within the Traffic Engineering Section. In 1997, promoted to Assistant Traffic Engineer and in 2004 was named the Traffic Engineer.

Job Description: The Traffic Engineering Section oversees the $3.3 million streetlight budget, maintains traffic signal timings, 24 hour traffic count volumes, crash history at intersections, conducts turning movement counts as needed, and works with Traffic Maintenance staff to install signs (parking, speed limit, stop, etc) and markings. Traffic Engineering staff reviews traffic control, traffic signal and pavement marking plans for the CIP projects.

Key Projects:

- **Traffic Signal Upgrade -** Currently working on a project to upgrade traffic signals city wide. As part of this project, we have been working to install a point to point wireless network to communicate with the approximately 450 traffic signals in the area. All traffic signal controllers will be upgraded with the project and signal timings are being reviewed as the controllers are replaced.
- **Intersection Improvements –** Pawnee & Broadway, Harry & Broadway, Harry & Woodlawn and 21st & Maize
- **Douglas Transit Oriented Development Study**
- **2011 Arterial Sidewalk & Wheelchair Program**

Other: Married to wife Lori and we have two daughters. Enjoy watching and supporting them in their activities. Enjoy Big 12 sports, especially Kansas State.

Larry D. Hoetmer, RLA, ASLA Landscape Architect
1001 Meadowlake Circle, Valley Center, Kansas 67147 *316-755-1035*

Education: 1987, BS Landscape Architecture, Kansas State University

Professional Registration: 1991, Registered Landscape Architect, Kansas #530

Experience:

1997-present: Principal Planner, City of Wichita, Department of Park and Recreation
Notable projects include:

Kingsbury Park Master Plan
Arkansas River Corridor Access Plan
Chapin Park Master Plan and Improvements
Wichita Downtown Skatepark
Lincoln Park Interactive Water Feature
Southlakes Sports Complex
Riverside Park Improvements

1990-1997: Landscape Architect, Jones, Rice, Foster, P.A.
Landscape Architect, Zoological Planning Associates, Inc.

Notable projects include: Avenue A Urban Park, Hutchinson, Kansas, Riverside Parks Master Plan, Wildflower and Waterfall Garden, Botanica, and North American Prairie Exhibit, Sedgwick County Zoo.

1989-1990: Planner, Site Planning Associates, Wichita, Kansas

Notable projects include Residence Inns and Summerfield Suites nationwide.

1987-1989: Landscape Architect, Design Workshop, Inc. Aspen, Co.
I served as the project landscape architect for the award winning Little Nell Base Development, in Aspen, Colorado

Awards & Honors:

2011, PGASLA Honor Award, Kingsbury Park (project manager)
1995, Bridge Design Finalist for Douglas and Lewis St. Bridges
1987, American Society of Landscape Architects Merit Award

Professional Affiliations:

American Society of Landscape Architects (ASLA)
Wichita Initiative to Renew the Environment (WIRE) Environmental Leadership Council (ELC)

Allen Bell

Director of Urban Development
City of Wichita

Responsibilities: As Director of Urban Development for the City of Wichita, Allen is responsible for the design and implementation of the City's urban development programs and projects. Allen manages three city offices that deal directly with the implementation of public and private urban development projects: the Economic Development Office, Development Assistance Office and Property Management Office. As the City's chief economic development officer, Allen is the principal liaison with the Greater Wichita Economic Development Coalition (GWEDC). He works with GWEDC, City, County and State officials to fashion incentive packages to attract, expand and retain businesses.

In addition, Allen is a primary resource for the negotiation and implementation of redevelopment projects involving public-private partnerships, such as the Hyatt Hotel, Old Town entertainment district, Ice Sports Wichita, the Eaton Block and WaterWalk. Special project financing operations, such as tax increment financing and STAR bonds, and disbursement of funding to developers, are also his responsibility.

Allen is also responsible fro the implementation of all City financial incentive programs, including industrial revenue bonds, tax abatements, the Neighborhood Revitalization Area tax rebate program and the downtown Façade Improvement Program. In addition to specific responsibilities, Allen is generally involved in all the City's various urban development activities.

Education: Allen received his Bachelor of Arts in 1973 from Colorado College and a Masters degree in Public Administration in 1984 from the John F. Kennedy School of Government at Harvard University.

Background: Prior to his current position with the City of Wichita, Allen was President of the Kansas Development Finance Authority, a state agency responsible for issuance of state bonds to finance state capital improvement projects. Allen wrote the legislation establishing KDFA and served as its first president from 1987 to 1991. From 1973 to 1983, Allen worked in the area of international development in several countries in Africa, including Chad, Burkino-Faso, Botswana and Cameroon, where he worked for the U.S. Peace Corps as a volunteer and an associate country director, and for the U.S. Agency for International Development as a famine relief officer. A life-long Wichitan, Allen is married to a local attorney and has three grown sons.

JOHN C. PHILBRICK

3 North Cypress (316) 684-5715 (home)
Wichita, Kansas 67206 (316) 640-6785 (cell)

SUMMARY OF QUALIFICATIONS

Diversified experience in strategic planning, budget preparation, portfolio management, financial analysis and project development with a variety of entities including a major municipality, a nationwide real estate management company, and a Fortune 100 corporation. Professional skills/experience includes preparation of budgets and strategic plans at all levels form individual assets to entire corporations, management and marketing of diverse portfolios of real estate assets and/or loans, analysis of market and financial feasibility of projects, valuation and acquisition of properties, training and supervision of professional staff, policy formation, as well as extensive interaction with upper management.

PROFESSIONAL EXPERIENCE

CITY OF WICHITA - Wichita, Kansas **1994-presnt**

The Real Estate Administrator oversees the Office of Property Management. Property Management acts as the in-house resource for all real estate related needs that any City department might have. Services include the acquisition of all real property needed by the City, sale of any real property deemed surplus to the City's needs, leasing and management of properties not directly utilized for City purposes, oversight of much of the City's parking function and advisory services. Acquisitions average between 100 and 150 transactions per year and comprise all asset types and ownership interests. Many of the transactions are subject to the Uniform Relocation and Real Property Acquisition Policies Act. The Division is charged with selling any parcels deemed surplus to the City's needs. For the last four years, sales have averaged approximately $1,000,000 per year. Property Management manages 50 to 60 revenue producing leases and numerous non-revenue leases along the property management associated with the assets. This includes physical maintenance, leasing and management of property taxes. The Division has management responsibility for the City's non-metered parking assets. This includes over 2,400 parking spaces throughout the downtown area in two parking garages and 11 surface lots. The Division also manages the Old Town Parking District revenues and leases.

BRAZOS ASSET MANAGEMENT – Dallas, Texas **1990-1994**

Brazos was a subsidiary of Robert M. Bass Companies and managed and marketed a portfolio of real estate and loans with an original value of over $7.0 billion. The portfolio included all types of real estate loans and collateral in virtually all major markets in the United States.

UNION PACIFIC REALTY COMPANY – Dallas, Texas **1985-1990**

Union Pacific Realty Company was a wholly-owned subsidiary of Union Pacific Railroad which was charged with managing and developing the non-rail related real property of the corporation. The company developed industrial and office parks and constructed office buildings and industrial buildings for lease and sale throughout the United States.

PHILBRICK CONSULTING– Wichita, Kansas **1983-1985**

Real estate finance, feasibility analysis, valuation, and leasing

HARDAGE ENTERPRISES, INC. – Wichita, Kansas **1980-1983**

Finance and development analysis, syndication structuring, valuation

PIZZA HUT, INC. – Wichita, Kansas **1978-1980**

Finance and operational internal audits.

EDUCATION

Master of Business Administration (1982) – Wichita State University
Bachelor of Business Administration (1977) – Wichita State University

OTHER

Licensed real estate salesman in Kansas.
Licensed notary public in Kansas.
Trained as a project manager, relocation officer and lead negotiator by the International Right of Way Association.
Member of the board of directors of Wichita Festivals, Inc.

Jeffrey C. Fluhr
2507 N. Lindberg
Wichita, Kansas 67226
(316)-253-9333

Summary

- Nineteen years experience in economic development encompassing urban revitalization, financial planning, project management and community coalition building
- Actively involved in community service through participation on community boards
- Awarded Rotary Club International fellowship for a six week Group Study Exchange in Australia, studying city planning and economic development

Professional Experience

Wichita Downtown Development Corporation
President
September 2008 – present

- Implementing development strategies outlined in the recently adopted Master Plan for Downtown Wichita, ***Project Downtown***
- Responsibilities include business development, image enhancement, marketing and governmental relations
- Responsible for implementing the WDDC's Strategic Business Plan
- Work with Public and Private sectors to cultivate economic development

City of Baton Rouge, Downtown Development District:
Assistant Executive Director
1992 – 2008

- Served in leadership capacities at the capital city Downtown Development District (DDD) during a period of vast city center transformation
- Contributed to strategic planning and implementation of over one billion dollars of public/private investment
- Instrumental in the development and implementation of downtown's master plan (***Plan Baton Rouge***) based on *New Urbanist* design principles and local preferences that emerged from charrette design series
- Led public and private sector initiatives to implement DDD projects outlined in Downtown Baton Rouge's Master Plan, ***Plan Baton Rouge***
- Served as project manager for two city-sponsored projects - ***Downtown Visitors' Amenity Plan*** (first phase implementation budget $1.25MM+) and the ***Riverfront Master Plan by Hargreaves Associates*** (implementation budget $110s MM). Authored the Request For Proposals for each, participated in the consultant selection, negotiated contract documents between the city and consultants, and provide authorization for payment
- Managed federal and state grants
- Co-directed the five year DDD tax assessment renewal (82% approval margin in 2004)

Education

LOUISIANA STATE UNIVERSITY
School of Landscape Architecture

- Masters of Landscape Architecture, May 1995
- Master's Thesis: *Downtown Development Organizations: Guidelines for a Downtown Development Entity*
- Emphasis of study in Urban Planning and Business
- Worked as emergency staff for Baton Rouge DDD and promoted to Assistant Executive Director prior to graduation

UNIVERSITY OF KENTUCKY
School of Landscape Architecture

- Bachelor of Science, Landscape Architecture, May 1989
- 1989 Certificate of Merit of Excellence, Study of Landscape Architecture
- President of Student Chapter ASLA

Jason L. Gregory, BBA, MLA

438 E. Quail Run Ct.
Cheney, KS 67025
home: 316.540.6093
gregoryjasonl@hotmail.com

EDUCATION

Friends University, Bachelor of Business Administration, May 2000
3.58 GPA

Kansas State University, Master of Landscape Architecture, May 2004
3.83 GPA
Graduate Thesis Research: "*Impervious Coverage and Stormwater Runoff: Extent and Trends for Residential Subdivisions in Johnson County, Kansas*" – A GIS research project studying runoff coefficients and their relative accuracy in various subdivisions.

Awards/Honors:

- L.R. Quinlan Award in Landscape Architecture Graduate Education – 2004
- Merit Award for Excellence in Study of Landscape Architecture, American Society of Landscape Architects – 2004
- Member of the Sigma Lambda Alpha Honor Society for Landscape Architects

PROFESSIONAL EXPERIENCE

Executive Vice President, Wichita Downtown Development Corporation
March 2011 – present

Project Manager/Estimator, Walz Harman Huffman Construction Inc.
Project Manager/Designer, PG Playgrounds LLC (Subsidiary of WHH Construction)
October 2008 – March 2011

Associate Landscape Architect, McCluggage Van Sickle & Perry
March 2008 – October 2008

Owner, Grassroots Native Landscape Solutions, LLC
October 2006 – present

Project Manager/Designer, Suburban Landscape Management
October 2005 – October 2006

Graduate Landscape Architect, Bowman Bowman Novick, Inc.
May 2004 – August 2005

Intern Landscape Architect, Wilson Darnell Mann Architects PA
May 2003 – August 2003

Financial Advisor/Licensed Securities Broker, Waddell & Reed Financial Services
May 1999 – August 2001

LEADERSHIP AND VOLUNTEER EXPERIENCE

Cheney USD #268 - School Board Member
Greater Wichita Area Sports Commission – Board Member
City of Wichita – Downtown Incentives Public Policy Oversight Committee Member
Douglas Avenue Transit Oriented Development Oversight Committee Member
Trinity United Christian Church – Middle School Youth Group Leader
International Downtown Association - Member
Young Professionals of Wichita – Member
American Society of Landscape Architects – Past Member

PERSONAL

I enjoy spending my free time with my family. My wife Angie and I have two boys, Jack (5) and Graham (2) and baby boy number three due in September. I'm an avid reader and enjoy traveling, photography, sports, working outside in the yard, and going back out to the family farm to help when I can.

Jason L. Gregory

JAIMIE ZELLNER

www.jaimiezellner.com • 620.205.7128 • jaimiekz@gmail.com

JAIMIE ZELLNER DESIGN

EDUCATION

8/07-5/11 **Kansas State University**: Manhattan, Kansas- Bachelor of Fine Arts in Graphic Design

PROFESSIONAL EXPERIENCE

6/10-8/10 **Marketing Department for Butler Community College**: El Dorado, Kansas
Design Intern- Experience in the marketing of Butler County Community College through print design and social media concepts. Worked closely with the Director of Interactive Media and Creative Services on all projects.

8/10-6/11 **Design Services for Communications and Marketing for Kansas State University**: Manhattan, Kansas
Design Intern- Worked closely with clients, project managers, print houses, and writers to rebrand Kansas State University through print design, digital design, and marketing strategies.

6/11-8/11 **Marketing Department for Butler Community College**: El Dorado, Kansas
Freelance Designer- Main designer on multiple extensive print productions, as well as influenced and designed print and web advertising and marketing for Butler Community College.

8/11-current **Director of Communications**: Wichita Downtown Development Corporation
Work in partnership with the public and private sector, developing and implementing strategies to creatively communicate the vision outlined in Project Downtown as well as progress on development initiatives.

FREELANCE

Deb's Fab Creations: Howard, Kansas
Created identity for company and designed packaging.

Needle in a Haystack: Severy, Kansas
Currently rebranding international shop.
More freelance work available upon request.

ADDITIONAL EXPERIENCE

11/07-2/11 **Chili's Bar and Grill**: Experience in public relations and customer service.

5/05-8/07 **Howard State Bank**: Account management for clients as well as organizational methods of account balancing.

ORGANIZATIONS

12/07-5/11 **AIGA at Kansas State:** Four years as member, Two years as Social Secretary, One year Vice President

8/07-5/09 **Intramural softball and volleyball at Kansas State University:** Two years

8/07-5/10 **Kappa Alpha Theta at Kansas State University:** Three Years

REFERENCES

Dewey Price: Director of Interactive Media and Creative Services for Butler Community College
901 South Haverhill Road El Dorado, Kansas 67042
Office: 316.320.7315 Extension 303 Email: dprice@butlercc.edu

Jeff Smith: Head Professor Graphic Design Kansas State University
302 Willard Hall Manhattan, Kansas 66506
Office: 785.532.1760 Email: jcs2227@k-state.edu

Jim Rigg: Director of Design Services for Communications and Marketing for Kansas State University
128 Dole Hall Manhattan, Kansas 66506
Office: 785.532.3134 Email: graphicd@k-state.edu

TECHNICAL SKILLS

Proficient in Adobe Illustrator, InDesign, PhotoShop, HTML, CSS, Javascript, Dreamweaver, Microsoft Word, Microsoft Power Point, QuarkXPress, as well as PC and Mac OS

SPECIFIC CAPABILITIES

Extensive experience dealing with clients, managing multiple projects at once and able to work under pressure and tight deadlines.

PERSONAL SKILLS

Conceptual, multi-talented designer. Ability to assume leadership position in group situations. Professionally and self motivated to always do the best and be the best.

INTERESTS

Art, fishing, target shooting, fashion design, boating, spending time by the water, museum going, reading science ficiton books, western films, and Sonic Dr. Peppers.

Biographical Data

Suzie Ahlstrand
Interim President & CEO
Wichita Metro Chamber of Commerce
Interim President
Greater Wichita Economic Development Coalition

Suzie Ahlstrand is employed by The Wichita Metro Chamber of Commerce in Wichita, Kansas where she is Interim President & CEO and Interim President of the Greater Wichita Economic Development Coalition and manages the Visioneering Wichita regional community visioning process. Suzie has served in a variety of membership, business services, community marketing and education management positions during her service at the Chamber.

Her current management responsibilities include all aspects of the chamber of commerce program of work plus the oversight of the retention, recruitment and expansion of the economic efforts in south central Kansas.

Suzie actively participates in numerous volunteer activities. She has served as president of the Junior League of Wichita, the Sedgwick County Medical Alliance and the board chair of the American Red Cross – Midway Chapter. She currently serves on six other community boards.

A graduate of the University of Nebraska, Suzie holds a degree in Education and has done graduate work in Business. She is a graduate of the Institute for Organizational Management - University of Colorado (6 year course) and the University of Oklahoma Economic Development Institute (3 year course). She serves as a board member on the Swedish Council of America, a national board which promotes economic development and cultural relations between Sweden and the United States. Suzie was honored as one of the 2004 Women in Business by the Wichita Business Journal; was featured in 2005 as "One to Watch" by the Wichita Eagle; was honored in 2006 with the A. Price Woodard award for building community by the National Conference for Community and Justice; and in 2009 was featured in Wichita City Magazine as a Woman of Influence.

Suzie and her physician husband Richard, reside in Wichita, Kansas. They have three children; a married son, Eric, who lives in Nashville, TN., a married daughter Christina, who lives in Palo Alto, CA., and a married daughter Kerstin who lives in Portland, OR.

Agenda Item No. IV-6

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System to serve East Lynne Addition, (west of 127th Street East, north of Harry) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the petition.

Background: One of the owners of the property in the proposed improvement district requested a petition to install a water distribution system in the area, due to failing private water wells. The signatures on the petition represent 13 of 20 (65%) resident owners and 59% of the improvement district area. District II Advisory Board sponsored a September 12, 2011, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The project will construct a water distribution system for a developed residential area located north of Harry, west of 127th Street East.

Financial Considerations: The estimated construction cost is $110,000. The petition also provides for a main benefit fee in the amount of $29,113 for a total budget of $139,113. The method of assessment is the fractional basis. The estimated assessment to individual properties for the construction of the project is $9,167 per lot. The main benefit fee is $0.026 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a water distribution system into a developed area.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

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

Attachments: Map, CIP Sheet, assessment roll, petition and resolution.

132019

First Published in the Wichita Eagle on September 23, 2011

RESOLUTION NO. 11-236

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90535 (NORTH OF HARRY, WEST OF 127TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90535 (NORTH OF HARRY, WEST OF 127TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Water Distribution System Number 448-90535 (north of Harry, west of 127th St. East).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Ten Thousand Dollars ($110,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty Nine Thousand One Hundred Thirteen Dollars ($29,113)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

<u>EAST LYNNE ADDITION</u>
Tract 1: Lot 1
Tract 2: Lot 2
Tract 3: Lot 3

Tract 4: Lot 4 Except Beginning Southwest Corner East 220 Feet North 100 Feet Northwest 112.28 Feet Northwest 98 Feet Northwest 61.8 Feet to West Line South 319.4 Feet to Beginning
Tract 5: Beginning 319.4 Feet North Southwest Corner Lot 4 South 319.4 Feet East 220 Feet North 100 Feet Northwest 112.28 Feet Northwest 98 Feet Northwest 61.8 Feet to Beginning
Tract 6: Lot 5 & ½ Vacated Street Adjacent on East
Tract 7: Lot 6 & ½ Vacated Street Adjacent on West
Tract 8: Lot 7
Tract 9: Lot 8
Tract 10: Lot 9
Tract 11: Lot 11

UNPLATTED TRACT
In Section 27, Twp. 27S, R2E
Tract 12: West 468 Feet South 590 Feet Southwest 1/4 Southeast 1/4 Except Part For Road

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the construction of water distribution system for which the improvement district is liable shall be on a fractional basis with each tract paying (1/12th) of the total cost. With all tracts being described above.

That the method of assessment of all the cost of the benefit fee for which the improvement district is liable shall be on a square foot basis. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of September, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

Estimated assessments for water to serve East Lynne Addition								09/07/11		$110,000.00		
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Main Benefit Fee***	Total Assessment	Annual Payment**	Resident Owners	1119745 0.098236652	Area Signed	Res. Own. Signed
EAST LYNNE ADD												
C 52893	SARVER BEVERLY	12120 E LYNNE AVE	Tract1: LOT 1	50133	$9,167	$1,303	$10,470	$770	1		50133	1
C 52894	WIERENGA DEBORAH S	12200 E LYNNE AVE	Tract 2: LOT 2	86416	$9,167	$2,247	$11,414	$840	2		86416	2
C 52895	WYATT CHERRYN L	12226 E LYNNE AVE	Tract 3: LOT 3	53183	$9,167	$1,383	$10,549	$776	1		53183	1
C 52896	HATFIELD BRUCE W	12320 E LYNNE AVE	Tract 4: LOT 4 EXC BEG SW COR E 220 FT N 100FT NW 112.28 FT NW 98 FT NW 61.8 FTNW 61.8 FTTO W LI S 319.4 FT TO BEG	88330	$9,167	$2,297	$11,463	$843	1		88330	1
C 528960001	COOPER DORIS E ETAL	12300 E LYNNE AVE	Tract 5: BEG 319.4 FT N SW COR LOT 4 S 319.4FT E 220 FT N 100 FT NW 112.28 FT N12.28 FT NW 98 FT NW 61.8 FT TO BEG.	43868	$9,167	$1,141	$10,307	$758	2			1
C 52897	MAXWELL ROBERT J & B JANELLE	12400 E LYNNE AVE	Tract 6: LOT 5 & 1/2 Vac St Adj on E	114419	$9,167	$2,975	$12,142	$893	2		114419	2
C 52898	FLUKE PATRICIA A & KENNETH D	12500 E LYNNE AVE	Tract 7: LOT 6 & 1/2 Vac St Adj on W	110319	$9,167	$2,868	$12,035	$886	2		110319	2
C 52899	WELLS GARY L & REBECCA D	12550 E LYNNE AVE	Tract 8: LOT 7	85049	$9,167	$2,211	$11,378	$837	2			
C 52900	HAYDEN RICHARD G & SANDRA JO	12600 E LYNNE AVE	Tract 9: LOT 8	84582	$9,167	$2,199	$11,366	$836	2		84582	2
C 52901	HANSEN RODNEY A & LISE ANN	12630 E LYNNE AVE	Tract 10: LOT 9	69743	$9,167	$1,813	$10,980	$808	2		69743	2
C 52903	BENGTSON ARNOLD L & TERESA M 1501 S 127TH ST E WICHITA KS 67207		Tract 11: LOT 11	76303	$9,167	$1,984	$11,151	$820	2			
UNPLATTED TRACTS												
C 0046300UP	RIDLON C ROGER & REBECCA K KIRBY	12022 E HARRY ST	Tract 12: W 468 FT S 590 FT SW1/4 SE1/4 EXC PT FOR RD SEC 27-27-2E	257400	$9,167	$6,692	$15,859	$1,167	2			
			Totals:	1119745	$110,000	$29,113	$139,114		21		657125	14

Abbreviations:
etal. = and others
etux. = and wife
etvir. = and husband
nr = non resident

* Estimated assessment for the water main construction based on a fractional basis excluding inflation, and/or temporary financing.
This cost does not include the Tap Fee, currently $850, Water Plant Equity Fee, currently $1,520, or the cost of a plumber.

Area Signed	58.69%
Resident Owners Signed	66.67%

** Estimated Annual escrow payment based on 4% bond sale rate, and spread over 20 years

BREAKDOWN OF PROJECT COSTS

Amount assessed to the improvement district	$110,000
Add: City Share for Main (0%)	$0
Add: Main Benefit Fee***	$29,113
Total Estimated project cost	$139,113

*** Main Benefit Fee is based on $0.026 per square foot.

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

East Lynne Addition
Tract 1: Lot 1
Tract 2: Lot 2
Tract 3: Lot 3
Tract 4: Lot 4 Except Beginning Southwest Corner East 220 Feet North 100 Feet Northwest 112.28 Feet Northwest 98 Feet Northwest 61.8 Feet to West Line South 319.4 Feet to Beginning
Tract 5: Beginning 319.4 Feet North Southwest Corner Lot 4 South 319.4 Feet East 220 Feet North 100 Feet Northwest 112.28 Feet Northwest 98 Feet Northwest 61.8 Feet to Beginning
Tract 6: Lot 5 & ½ Vacated Street Adjacent on East
Tract 7: Lot 6 & ½ Vacated Street Adjacent on West
Tract 8: Lot 7
Tract 9: Lot 8
Tract 10: Lot 9
Tract 11: Lot 11

Unplatted Tract
In Section 27, Twp. 27S, R2E
Tract 12: West 468 Feet South 590 Feet Southwest 1/4 Southeast 1/4 Except Part For Road

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being **One Hundred Ten Thousand Dollars ($110,000)** exclusive of the cost of interest on borrowed money, with **100%** percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after **September 1, 2011.**

(c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of **Twenty Nine Thousand One Hundred Thirteen Dollars ($29,113)**

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

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

(e) That the method of assessment of all costs of the **construction of water distribution system** for which the improvement district is liable shall be on a **fractional** basis with each tract paying (**1/12th**) of the total cost. With all tracts being described above.

That the method of assessment of all the cost of the **benefit fee** for which the improvement district is liable shall be on a **square foot** basis.

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick

County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

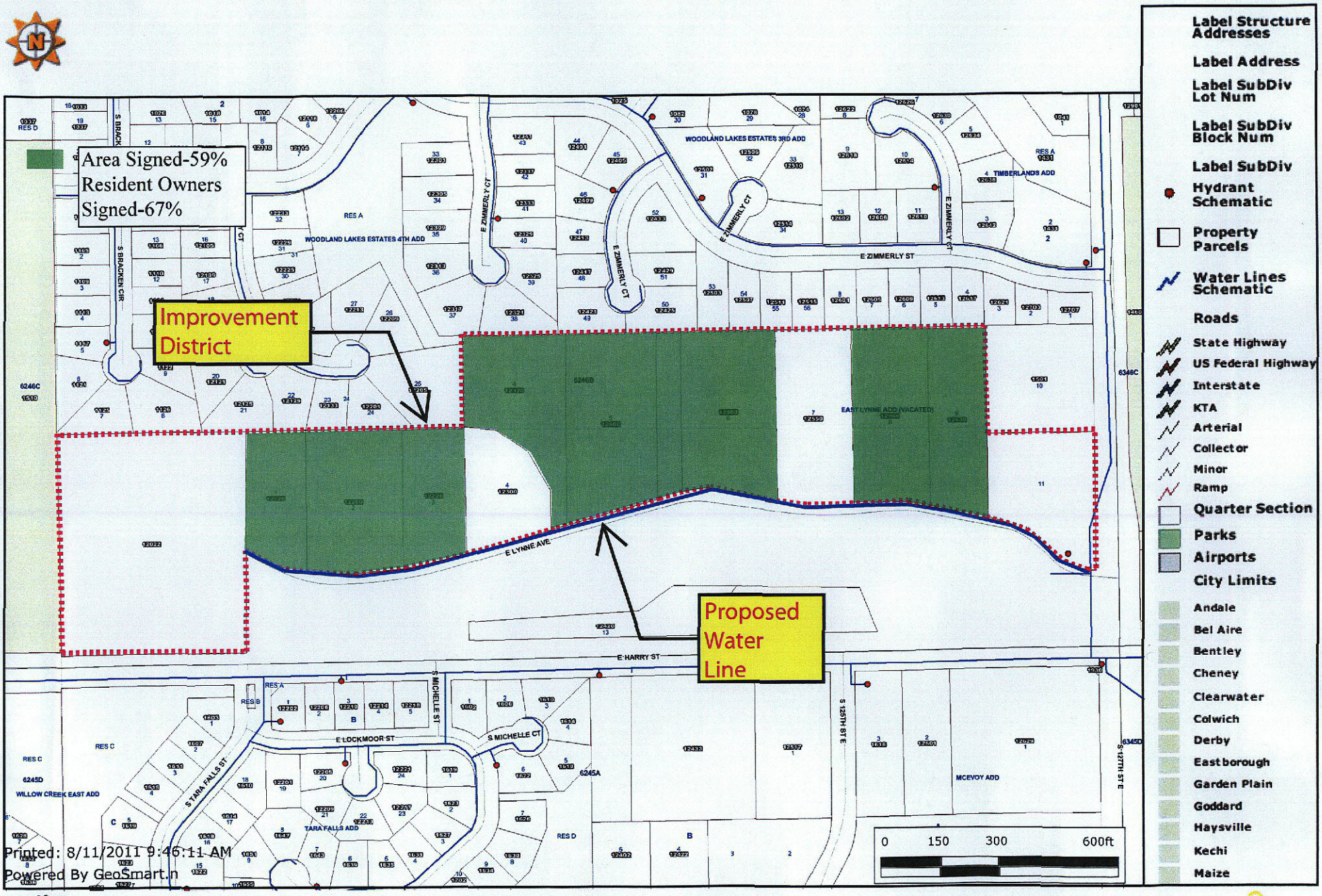
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
East Lynne Addition		
Tract1: LOT 1	SARVER BEVERLY	
Tract 2: LOT 2	WIERENGA DEBORAH S	
Tract 3: LOT 3	WYATT CHERRYN L	
Tract 4: LOT 4 EXC BEG SW COR E 220 FT N 100FT NW 112.28 FT NW 98 FT NW 61.8 FTNW 61.8 FTTO W LI S 319.4 FT TO BEG	HATFIELD BRUCE W	
Tract 5: BEG 319.4 FT N SW COR LOT 4 S 319.4FT E 220 FT N 100 FT NW 112.28 FT N12.28 FT NW 98 FT NW 61.8 FT TO BEG.	COOPER DORIS E ETAL	
Tract 6: LOT 5 & 1/2 Vac St Adj on E	MAXWELL ROBERT J & B JANELLE	
Tract 7: LOT 6 & 1/2 Vac St Adj on W	FLUKE PATRICIA A & KENNETH D	

Tract 8: LOT 7	WELLS GARY L & REBECCA D
Tract 9: LOT 8	HAYDEN RICHARD G & SANDRA JO
Tract 10: LOT 9	HANSEN RODNEY A & LISE ANN
Tract 11: LOT 11	BENGTSON ARNOLD L & TERESA M

Unplatted Tract

Tract 12: W 468 FT S 590 FT SW1/4 SE1/4 EXC PT FOR RD SEC 27-27-2E	RIDLON C ROGER & REBECCA K KIRBY



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

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/30/2011	Water Distribution System in East Lynne Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$139,113		$139,113
Other				
Totals		$139,113		$139,113
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

59% petition

* Water Utility

448-90535

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Harry and Woodlawn Intersection Improvement (Districts II and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2009-2018 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve the intersection of Harry and Woodlawn. On April 5, 2010, the District II Advisory Board sponsored a neighborhood hearing on the project. The Board voted 6-0 to recommend approval of the project. On April 7, 2010, the District III Advisory Board sponsored a neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The intersection will be reconstructed to replace the pavement, construct left turn lanes on Woodlawn (left turn lanes exist on Harry) and upgrade the traffic signals. Construction is planned to begin in 2012. Two-way traffic will be maintained throughout the project.

Financial Considerations: The CIP budget for construction is $1,954,297, with $1,000,000 paid by the City and $954,297 paid by federal grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The City Council previously approved $75,000 for design of the project for a total budget of $2,029,297.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow and safety at a major intersection**.**

Legal Considerations: The amending ordinance has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the project, place the amending ordinance on first reading and authorize the signing of state/federal agreements as required.

Attachments: Map, CIP sheet and amending ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/30/2011	Harry/Woodlawn Intersection Improvement

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
M5-		2011	

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

12. Project Cost Estimate

ITEM	GO	KDOT	ARRA	TOTAL
Right of Way				
Bridge & Culverts				
Paving, grading & const.	$1,075,000	$954,297		$2,029,297
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	$1,075,000	$954,297		$2,029,297
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

$50,000 previously approved for design.

472-84882

13. Recommendation: Approve the project and place the amending ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle September 30, 2011

ORDINANCE NO. 49-096

AN ORDINANCE AMENDING ORDINANCE **NO. 48-693** OF THE CITY OF WICHITA, KANSAS DECLARING THE INTERSECTION OF **HARRY AND WOODLAWN (472-84882)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance **No. 48-693** is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the city of Wichita, Kansas, to make improvements to the intersection of **Harry and Woodlawn (472-84882)** as a main trafficway in the following particulars:

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

SECTION 2. SECTION 3 of Ordinance **No. 48-693** is hereby amended to read as follows:

"SECTION 3. The cost of the construction of the above described improvement is estimated to be **Two Million Twenty-Nine Thousand Two Hundred Ninety-Seven dollars ($2,029,297)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $2,029,297, exclusive of the cost of interest on borrowed money."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance **No. 48-693** are hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of September, 2011.

_____
CARL BREWER, MAYOR

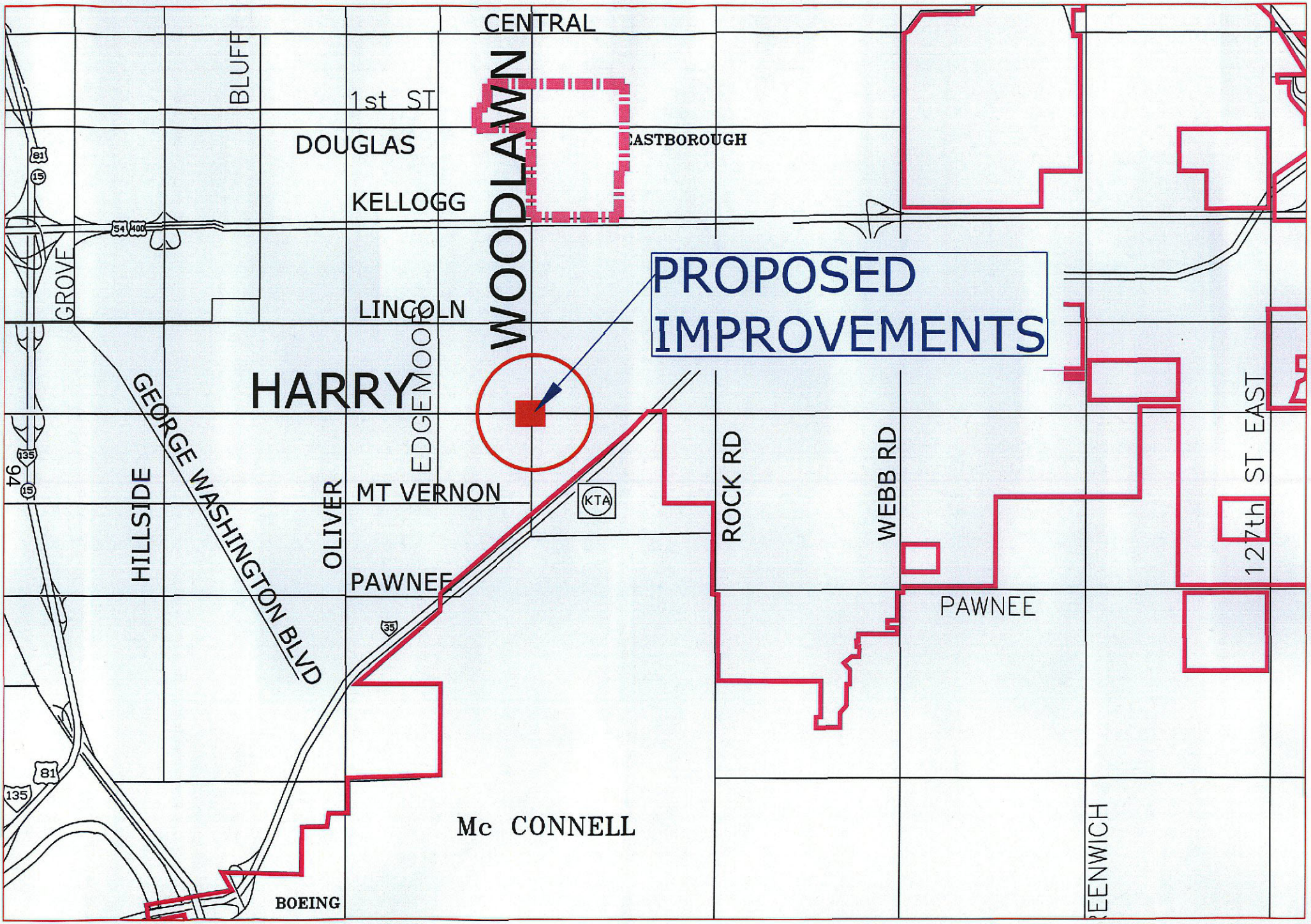
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


CENTRAL
BLUFF
1st ST
DOUGLAS
KELLOGG
WOODLAWN
EASTBOROUGH
PROPOSED IMPROVEMENTS
GROVE
LINCOLN
HARRY
EDGEMOOR
GEORGE WASHINGTON BLVD
HILLSIDE
OLIVER
MT VERNON
PAWNEE
KTA
ROCK RD
WEBB RD
PAWNEE
127th ST EAST
Mc CONNELL
BOEING
81
15
54
400
135
94
35

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: General Obligation Sales Tax Improvement and Refunding Bond Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale one series of general obligation sales tax bonds (Series 2011A) and one series of general obligation sales tax refunding bonds (Series 2011B) in principal amounts of not to exceed $9,025,000 and $18,500,000, respectively for the purposes of permanently financing freeway improvements and to refund previously issued and currently outstanding bonds in order to provide savings on future debt service costs to the City.

Analysis: The proceeds from the sale of the Series 2011A Bonds in the principal amount of not to exceed $9,025,000 million will be used for reimbursement of previously incurred expenses to finance City-at-large Kellogg freeway improvements.

The proceeds of the Series 2011B Bonds in the principal amount of not to exceed $18,500,000 will be used for the advance refunding of the City's outstanding General Obligation Sales Tax Bonds, Series 2003B by providing the necessary funds to pay the principal and redemption premium on the redemption date of October 1, 2013.

Bids will be accepted electronically through ***PARITY*** Electronic Bid Submission System on September 20, 2011 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

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 refunding bonds do not produce the minimum level of savings, the acceptance of bids on the refunding bonds will not be recommended.

Financial Considerations: The Series 2011A Bonds will mature serially over 15 years and will be paid from the City's portion of funds derived from a one percent (1%) county-wide retailers' sales tax that is dedicated by Ordinance 41-815 to paying the costs of local road, highway and bridge improvements, including right-of-way acquisitions. The Series 2011A Bonds will be callable in 2018 with a 1% call premium which declines annually thereafter by .5%, in accordance with the City's debt management policy. The Series 2011B Refunding Bonds will mature from the years 2014 through 2018, with principal maturities structured to produce level and positive savings in all future years. The Series 2011B Bonds are not callable prior to maturity.

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

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

Recommendations/Actions: It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Bonds subject to approval of the final sizing terms of the Bonds by the City Manager, his designee or the Director of Finance; (3) adopt the Bond Ordinances and Resolutions and authorize the publication of the Bond Ordinances; and (4) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond Ordinances on the date of their introduction.

Attachments: For each bond series:
Request for Declaration of Emergency
Resolution Authorizing Issuance of Bonds
Ordinance Authorizing Issuance of Bonds

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* September 20, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $9,025,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE CONSTRUCTION OF ROADS, HIGHWAYS AND BRIDGES IN THE CITY; PLEDGING A PORTION OF THE COUNTY RETAILER'S SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 2011A Bonds occur on the same day bids are received and to enable the City to deliver the Series 2011A Bonds authorized by said Ordinance on October 6, 2011.

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

EXECUTED at Wichita, Kansas, on September 20, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* September 20, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2011B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION SALES TAX BONDS OF THE CITY; PLEDGING A PORTION OF THE COUNTY RETAILER'S SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 2011B Bonds occur on the same day bids are received and to enable the City to deliver the Series 2011B Bonds authorized by said Ordinance on October 6, 2011.

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

EXECUTED at Wichita, Kansas, on September 20, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

ORDINANCE NO. 49-092

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $9,025,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE CONSTRUCTION OF ROADS, HIGHWAYS AND BRIDGES IN THE CITY; PLEDGING A PORTION OF THE COUNTY RETAILER'S SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, the City is authorized under the laws of the State to issue general obligation bonds to construct roads, highways and bridges in the City; and

WHEREAS, the City is the recipient of funds derived from a county-wide retailer's sales tax in Sedgwick County, Kansas, pursuant to K.S.A. 12-187 *et seq.*, and is authorized under K.S.A. 12-195b to issue general obligation bonds for the payment of the costs of public facilities or improvements and to pledge the revenues received by the City from a county-wide retailer's sales tax for the payment of such general obligation bonds; and

WHEREAS, the Governing Body of the City has heretofore adopted Ordinance No. 41-815 pledging one-half of the revenues received by the City from the county-wide retailer's sales tax for the purpose of financing the construction of roads, highways and bridges in the City (such portion of the sales tax revenue, plus investment earnings thereon, except for investment earnings required to be paid United States Treasury to meet the rebate requirements of Section 148(f) of the Code, are referred to herein as the "Pledged Revenue" as more fully defined in the hereinafter defined Bond Resolution); and

WHEREAS, on July 12, 2011, the Governing Body of the City adopted Resolution No. 11-163 (the "Sales Tax Pledge Resolution"), finding and determining it to be necessary to finance the costs of constructing roads, highways and bridges in the City through the issuance of general obligation bonds under the authority of K.S.A. 12-195b, and to pledge 50% of the revenues received by the City from the county-wide retailer's sales tax for the payment of such general obligation bonds; and

WHEREAS, the Sales Tax Pledge Resolution was duly published in the City's official newspaper once each week for 2 consecutive weeks, on July 15, 2011, and July 22, 2011, as required by law, and within the 30 day period following the last said publication date, no sufficient written petition to contest the proposed issuance of such general obligation bonds and the pledging of a portion of the sales tax revenues to the payment thereof was filed with the Sedgwick County, Kansas Commissioner of Elections; and

WHEREAS, the Governing Body of the City has heretofore issued the following general obligation bonds and has pledged the Pledged Revenue to pay the principal of and interest on such bonds:

(a) General Obligation Refunding and Sales Tax Bonds, Series 2003B (the "Series 2003B Bonds"), issued in the original amount of $48,855,000;

(b) General Obligation Sales Tax Bonds, Series 2007 (the "Series 2007 Bonds"), issued in the original amount of $40,500,000;

(c) General Obligation Sales Tax Refunding Bonds, Series 2009A (the "Series 2009A Bonds"), issued in the original amount of $28,385,000;

(d) General Obligation Sales Tax Refunding Bonds, Series 2010A (the "Series 2010A Bonds"), issued in the original amount of $21,420,000; and

WHEREAS, the Governing Body intends to further consider on this date the authorization to issue the City's General Obligation Sales Tax Refunding Bonds, Series 2011B (the "Series 2011B Bonds"), issued in the original amount not to exceed $18,500,000; and

WHEREAS, the ordinances and resolutions of the City authorizing the issuance of the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011B Bonds (collectively, the "Outstanding Bond Ordinances") authorize or will authorize the issuance of additional general obligation bonds which may be on a parity with and co-equal in stature and priority to the lien of the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011B Bonds (collectively, the "Outstanding Parity Bonds") on such portion of the revenues from the sales tax, if certain conditions are satisfied; and

WHEREAS, the Governing Body hereby finds and determines that the conditions and requirements of the Outstanding Bond Ordinances precedent to the issuance of additional revenue bonds on a parity with and co-equal to the Outstanding Parity Bonds have been or shall be, prior to or on the Date of Issuance, met; and

WHEREAS, the Governing Body, pursuant to Resolution No. R-11-208, duly adopted August 23, 2011, advertised for bids at a public sale for an approximate amount of not to exceed $9,025,000 of the City's General Obligation Sales Tax Bonds, Series 2011A (the "Bonds"); and such public sale has been duly held and the Governing Body has awarded the Bonds to the lowest bidder therefor; and

WHEREAS, the Governing Body, on September 13, 2011, adopted Ordinance No. 49-077, establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to pledge a portion of the revenues allocated to the City from the county-wide retailer's sales tax to the payment of the principal of and the interest on the Bonds on a parity with and co-equal to the pledge of such revenues to payment of the Outstanding Parity Bonds, to provide for the levy and collection of an annual tax in order to provide for the payment of any portion of the principal of and the interest on the Bonds not paid from the sales tax revenues, and to make certain other covenants and agreements with respect thereto;

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

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

Section 2. Authorization and Security of the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Project Costs, the Bonds in the aggregate principal amount of $9,025,000 shall be issued. In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Governing Body hereby covenants and agrees to make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable from the Pledged Revenues; and, if not so paid, from ad valorem taxes levied upon all of the taxable tangible property located within the territorial limits of the City in such amounts, if any, as are necessary to pay any portion of the principal and interest on the Bonds not paid from the Pledged Revenues. The Bonds shall be and constitute valid and legally binding general obligations of the City; and the full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the

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

Section 4. Pledge of Pledged Revenues. The principal of, premium, if any, and the interest on the Bonds is secured by and payable first from a first and prior lien on and an irrevocable pledge of the Pledged Revenues, which lien shall be on a parity with and co-equal to the lien of the Outstanding Parity Bonds on the Pledged Revenues; and the City hereby irrevocably pledges the Pledged Revenues solely and only to the payment of the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds. The pledge of the Pledged Revenues shall be valid and binding from and after the effective date of this Ordinance, and such Pledged Revenues so pledged and hereafter received by the City shall immediately be subject to the lien of such pledge without the physical delivery of such Pledged Revenues or any further action on the part of the City, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind against the City, irrespective of whether such parties have notice hereof.

The Bonds shall have no priority with respect to the payment of principal or interest over any general obligation bonds of the City hereafter issued in accordance with the provisions of this Ordinance and the Bond Resolution which are on a parity with the Bonds, nor shall any other general obligation bonds of the City heretofore or hereafter issued have priority over the payment from the Pledged Revenues of the principal of or the interest on the Bonds. The Bonds are, however, on a parity with and co-equal to the Outstanding Parity Bonds respecting payment of the principal amount thereof and the interest thereon.

Section 5. Covenant to Collect Sales Tax. The City hereby covenants that, to the extent of its control, it will cause the Sales Tax to be maintained and collected as provided by the Act in order to generate Pledged Revenues sufficient to pay the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds, as and when the same shall become due and payable. The City hereby further covenants that it will take no action of any kind which would in any manner impair or delay the collection of the Sales Tax or which might otherwise adversely affect the Pledged Revenues, and in the event any litigation, claim or proceeding shall be commenced in any form or tribunal under which the Sales Tax may be challenged or the pledge of the Pledged Revenues pursuant to this Ordinance or the Bond Resolution, or which in any other way may adversely affect the collection of the Pledged Revenues by the City sufficient to pay the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds, the City shall take all action necessary to contest any such litigation or proceeding to the extent the City has standing to contest such litigation or proceedings and is otherwise permitted by law to take such action.

Section 6. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

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

Section 7. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds following written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 8. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds, and the Bonds. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof; and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to

and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

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

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

Section 9. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper; provided; however that all references to the Series 2011B Bonds shall only become effective upon the issuance and delivery of the Series 2011B Bonds by the City.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on September 20, 2011.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. 49-093

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2011B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION SALES TAX BONDS OF THE CITY; PLEDGING A PORTION OF THE COUNTY RETAILER'S SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, the City is the recipient of funds derived from a county-wide retailer's sales tax in Sedgwick County, Kansas, pursuant to K.S.A. 12-187 *et seq.*, and is authorized under K.S.A. 12-195b to issue general obligation bonds for the payment of the costs of public facilities or improvements and to pledge the revenues received by the City from a county-wide retailer's sales tax for the payment of such general obligation bonds; and

WHEREAS, the Governing Body of the City has heretofore adopted Ordinance No. 41-815 pledging one-half of the revenues received by the City from the county-wide retailer's sales tax for the purpose of financing the construction of roads, highways and bridges in the City (such portion of the sales tax revenue, plus investment earnings thereon, except for investment earnings required to be paid United States Treasury to meet the rebate requirements of Section 148(f) of the Code, are referred to herein as the "Pledged Revenue" as more fully defined in the hereinafter defined Bond Resolution); and

WHEREAS, the Governing Body of the City has heretofore issued or authorized the issuance of the following general obligation bonds and has pledged the Pledged Revenue to pay the principal of and interest on such bonds:

(a) General Obligation Refunding and Sales Tax Bonds, Series 2003B (the "Series 2003B Bonds"), issued in the original amount of $48,855,000;

(b) General Obligation Sales Tax Bonds, Series 2007 (the "Series 2007 Bonds"), issued in the original amount of $40,500,000;

(c) General Obligation Sales Tax Refunding Bonds, Series 2009A (the "Series 2009A Bonds"), issued in the original amount of $28,385,000;

(d) General Obligation Sales Tax Refunding Bonds, Series 2010A (the "Series 2010A Bonds"), issued in the original amount of $21,420,000; and

(e) General Obligation Sales Tax Bonds, Series 2011A (the "Series 2011A Bonds"), issued in the original amount not to exceed $9,025,000; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Series 2003B Bonds maturing in the years 2014 through 2018 (the "Refunded Bonds") and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the principal of the Refunded Bonds; and

WHEREAS, the City is authorized by K.S.A. 10-427 *et seq*., to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, the ordinances and resolutions of the City authorizing the issuance of the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011A Bonds (collectively, the "Outstanding Bond Ordinances") authorize the issuance of additional general obligation bonds which may be on a parity with and co-equal in stature and priority to the lien of the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011A Bonds (collectively, the "Outstanding Parity Bonds") on such portion of the revenues from the sales tax, if the issuance of such refunding bonds shall result in a reduction in the debt service requirements with respect to such refunded bonds; and

WHEREAS, the Governing Body hereby finds and determines that the refunding of the Refunded Bonds by the Bonds will result in a reduction in the debt service requirements; and

WHEREAS, the Governing Body, pursuant to Resolution No. R-11-208, duly adopted August 23, 2011, advertised for bids at a public sale for an approximate amount of $17,860,000 of the City's General Obligation Sales Tax Refunding Bonds, Series 2011B (the "Bonds"); and such public sale has been duly held and the Governing Body has awarded the Bonds to the lowest bidder therefor; and

WHEREAS, the Governing Body, on September 13, 2011, adopted Ordinance No. 49-077, establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to pledge a portion of the revenues allocated to the City from the county-wide retailer's sales tax to

the payment of the principal of and the interest on the Bonds on a parity with and co-equal to the pledge of such revenues to payment of the Outstanding Parity Bonds, to provide for the levy and collection of an annual tax in order to provide for the payment of any portion of the principal of and the interest on the Bonds not paid from the sales tax revenues, and to make certain other covenants and agreements with respect thereto;

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

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

Section 2. Authorization and Security of the Bonds. It is hereby authorized, ordered and directed that in order to provide the necessary funds to refund and redeem the Refunded Bonds, the Bonds in the aggregate principal amount not to exceed $18,500,000 shall be issued. In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.,* as amended and supplemented.

The Governing Body hereby covenants and agrees to make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable from the Pledged Revenues; and, if not so paid, from ad valorem taxes levied upon all of the taxable tangible property located within the territorial limits of the City in such amounts, if any, as are necessary to pay any portion of the principal and interest on the Bonds not paid from the Pledged Revenues. The Bonds shall be and constitute valid and legally binding general obligations of the City; and the full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.,* as amended and supplemented.

Section 4. Pledge of Pledged Revenues. The principal of, premium, if any, and the interest on the Bonds is secured by and payable first from a first and prior lien on and an irrevocable pledge of the Pledged Revenues, which lien shall be on a parity with and co-equal to the lien of the Outstanding Parity Bonds on the Pledged Revenues; and the City hereby irrevocably pledges the Pledged Revenues solely and only to the payment of the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds. The pledge of the Pledged Revenues shall be valid and binding from and after the effective date of this Ordinance, and such Pledged Revenues so pledged and hereafter received by the City shall immediately be subject to the lien of such pledge without the physical delivery of such Pledged Revenues or any

further action on the part of the City, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind against the City, irrespective of whether such parties have notice hereof.

The Bonds shall have no priority with respect to the payment of principal or interest over any general obligation bonds of the City hereafter issued in accordance with the provisions of this Ordinance and the Bond Resolution which are on a parity with the Bonds, nor shall any other general obligation bonds of the City heretofore or hereafter issued have priority over the payment from the Pledged Revenues of the principal of or the interest on the Bonds. The Bonds are, however, on a parity with and co-equal to the Outstanding Parity Bonds respecting payment of the principal amount thereof and the interest thereon.

Section 5. Covenant to Collect Sales Tax. The City hereby covenants that, to the extent of its control, it will cause the Sales Tax to be maintained and collected as provided by the Act in order to generate Pledged Revenues sufficient to pay the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds, as and when the same shall become due and payable. The City hereby further covenants that it will take no action of any kind which would in any manner impair or delay the collection of the Sales Tax or which might otherwise adversely affect the Pledged Revenues, and in the event any litigation, claim or proceeding shall be commenced in any form or tribunal under which the Sales Tax may be challenged or the pledge of the Pledged Revenues pursuant to this Ordinance or the Bond Resolution, or which in any other way may adversely affect the collection of the Pledged Revenues by the City sufficient to pay the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds, the City shall take all action necessary to contest any such litigation or proceeding to the extent the City has standing to contest such litigation or proceedings and is otherwise permitted by law to take such action.

Section 6. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America

pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds; and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance, any rebate as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 7. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds following written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 8. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds, an Escrow Trust Agreement with a Kansas bank with trust powers to be selected by the City, to provide for the escrow of the proceeds of the Bonds to be used to redeem the Refunded Bonds and pay interest on the Bonds through the date of redemption of the Refunded Bonds (the "Escrow Agreement"), and the Bonds. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof; and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

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

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents,

certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

Section 9. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper; provided; however that all references to the Series 2011A Bonds shall only become effective upon the issuance and delivery of the Series 2011A Bonds by the City.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on September 20, 2011.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4847-6229-2490.1

KUTAK ROCK LLP
DRAFT 9/06/11

RESOLUTION NO. 11-231

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED SEPTEMBER 20, 2011

AUTHORIZING THE ISSUANCE OF

NOT TO EXCEED $9,025,000

GENERAL OBLIGATION SALES TAX BONDS
SERIES 2011A

DATED OCTOBER 1, 2011

4822-4662-7594.2

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RESOLUTION NO. 11-____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $9,025,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS WITH THE CONSTRUCTION OF ROADS, HIGHWAYS AND BRIDGES IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; PLEDGING A PORTION OF THE COUNTY RETAILERS' SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "City"), has adopted the Bond Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Bond Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds;

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean the Constitution and Statutes of the State, including K.S.A. 10-101 *et seq.*, K.S.A. 12-187 *et seq.*, and K.S.A. 12-195b, all as amended and supplemented.

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

"Authorized Investments" shall mean, as long as the Series 2003B, Series 2007 and Series 2009A 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 City pursuant to this Resolution:

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

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

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

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

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

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

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

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

(4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State 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 (A)

which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

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

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

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

(C) The Value of the above investments shall be determined as of the end of each month;

provided, however, when the Series 2003B, Series 2007 and Series 2009A Bonds are no longer Outstanding, "Authorized Investments" shall mean investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"Bond Counsel" shall mean Kutak Rock LLC, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

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

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

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the General Obligation Sales Tax Bonds, Series 2011A, dated October 1, 2011, of the City of Wichita, Kansas, authorized by and issued pursuant to the authority of the Bond Ordinance and this Resolution; provided the original principal amount of the Bonds shall not exceed $9,025,000.

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

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

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

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

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

"Costs of Issuance Account" shall mean the Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2011A, created pursuant to **Article VI** hereof.

"Costs of Issuance Deposit" shall mean the amount of proceeds of the Bonds to be deposited in the Costs of Issuance Account described on **Exhibit B** to this Resolution.

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

"Dated Date" shall mean the dated date of the Bonds which is October 1, 2011.

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

"Debt Service Requirements" shall mean the required payments of the principal of, premium, if any, and the interest on Bonds issued in accordance with the terms and provisions of the Bond Ordinance and this Resolution.

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

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

"DTC" shall mean The Depository Trust Company.

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

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

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

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

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

"Gross Revenues" shall mean the gross amount of the revenues received by the City from the Sales Tax before any payments, disbursements or expenditures are made therefrom.

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

"Interest Payment Dates" shall be April 1 and October 1 of each year commencing April 1, 2012, and ending October 1, 2026, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

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

"Local Sales Tax Capital Improvement Construction Fund" shall mean the Local Sales Tax Capital Improvement Construction Fund of the City created, held and administered solely

for the purpose of receiving and disbursing funds for the payment of capital improvement projects authorized by the Governing Body to be paid from the Sales Tax.

"Mayor" shall mean the duly elected and acting Mayor of the City or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

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

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

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

"Outstanding Bond Ordinances" shall mean the Series 2003B Ordinance, the Series 2007 Ordinance, the Series 2009A Ordinance, the Series 2010A Ordinance and the Series 2011B Ordinance.

"Outstanding Parity Bonds" shall mean the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011B Bonds.

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

"Parity Bond Principal and Interest Accounts" shall mean the Series 2003B Principal and Interest Account, the Series 2007 Principal and Interest Account, the Series 2009A Principal and Interest Account, the Series 2010A Principal and Interest Account, the Series 2011B Principal and Interest Account and the Principal and Interest Account established for the Bonds.

"Parity Bonds" shall mean any additional general obligation bonds, any revenue bonds or other obligations payable from the Pledged Revenues and issued in addition to and on a parity with the Bonds, pursuant to and in accordance with the provisions of **Article V** of this Resolution.

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

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

"Pledged Revenues" shall mean 50% of the Gross Revenues, including investment income (except investment earnings required to be paid United States Treasury to meet the rebate requirements of Section 148(f) of the Code).

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

"Principal Payment Date" shall mean October 1 of each year, commencing October 1, 2012, and ending October 1, 2026, or such other date as all of the Bonds shall have been paid or provision for such payment has been made.

"Projects" shall mean the roads, highways and bridges to be constructed in the City, the costs of which are to be paid in whole or in part from the proceeds of the Bonds, as are described on **Schedule I** hereto, as the same may be amended, revised or supplemented from time to time by and at the direction of the Governing Body.

"Project Costs" shall mean any and all costs and expenses incurred in connection with the construction of the Projects, including the payment and retirement of any temporary financing which may have previously been issued for any individual Project.

"Project Fund" shall mean the Series 2011A Project Fund created by this Resolution.

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

"Record Dates" shall mean the 15th day of the respective months next preceding the Interest Payment Dates.

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

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

"Resolution" shall mean this Resolution adopted by the Governing Body of the City on September 20, 2011, prescribing the terms and details of the Bonds.

"Revenue Fund" shall mean the Local Sales Tax Road, Highway & Bridge Revenue Fund.

"Sales Tax" shall mean the one percent county-wide retailers' sales tax imposed by Sedgwick County, Kansas, pursuant to the authority of K.S.A. 12-187 *et seq.*, as amended and supplemented.

"Series 2003B Bonds" shall mean the City's General Obligation Refunding and Improvement Sales Tax Bonds, Series 2003B, dated November 1, 2003, originally issued in the principal amount of $48,855,000.

"Series 2003B Ordinance" shall mean the ordinance of the City authorizing the issuance of the Series 2003B Bonds.

"Series 2003B Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2003B Bonds created within the City's Bond and Interest Fund pursuant to the Series 2003B Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2003B Bonds.

"Series 2007 Bonds" shall mean the City's General Obligation Sales Tax Bonds, Series 2007, dated October 1, 2007, originally issued in the principal amount of $40,500,000.

"Series 2007 Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2007 Bonds.

"Series 2007 Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2007 Bonds created within the City's Bond and Interest Fund pursuant to the Series 2007 Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2007 Bonds.

"Series 2009A Bonds" shall mean the City's General Obligation Sales Tax Refunding Bonds, Series 2009A, dated April 1, 2009, originally issued in the principal amount of $28,385,000.

"Series 2009A Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2009A Bonds.

"Series 2009A Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2009A Bonds created within the City's Bond and Interest Fund pursuant to the Series 2009A Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2009A Bonds.

"Series 2010A Bonds" shall mean the City's General Obligation Sales Tax Refunding Bonds, Series 2010A, dated September 15, 2010, originally issued in the principal amount of $21,420,000.

"Series 2010A Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2010A Bonds.

"Series 2010A Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2010A Bonds created within the City's Bond and Interest Fund pursuant to the Series 2010A Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2010A Bonds.

"Series 2011B Bonds" shall mean the City's General Obligation Sales Tax Refunding Bonds, Series 2010B, dated October 1, 2011, originally issued in the principal amount not to exceed $18,500,000.

"Series 2011B Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2011B Bonds.

"Series 2011B Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2011B Bonds created within the City's Bond and Interest Fund pursuant to the Series 2011B Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2011B Bonds.

"State" shall mean the State of Kansas.

"State Treasurer" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

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

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

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

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

Section 1.02 Rules of Interpretation.

(A) 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.

(B) Wherever in this Resolution it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(C) All references in this Resolution to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Resolution as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision.

(D) The Table of Contents and the Article and Section headings of this Resolution shall not be treated as a part of this Resolution or as affecting the true meaning of the provisions hereof.

Section 1.03 The Projects. The Projects include various highway improvements in the City, which have previously been authorized and provided for by prior proceedings of the Governing Body, all or a portion of the costs of which are to be paid from the proceeds of the Bonds. The Projects are described on **Schedule I** to this Resolution which is attached hereto and made a part hereof by reference as though fully set forth herein.

ARTICLE II

AUTHORIZATION OF AND SECURITY FOR THE BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Project Costs, the Bonds shall be issued. In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 2.02 Security for the Bonds. The Governing Body has covenanted and agreed in the Bond Ordinance, to make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable from the Pledged Revenues; and if not so paid, from ad valorem taxes levied upon all of the taxable tangible property located within the territorial limits of the City in such amounts, if any, as are necessary to pay any portion of the principal and interest on the Bonds not paid from the Pledged Revenues. The Bonds shall be and constitute valid and legally binding general obligations of the

City; and the full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.03 Pledge of Pledged Revenues. The principal of, premium, if any, and the interest on the Bonds is secured by and payable first from a first and prior lien on and an irrevocable pledge of the Pledged Revenues, which lien shall be on a parity with and co-equal to the lien of the Outstanding Bonds on the Pledged Revenues; and the City has in the Bond Ordinance irrevocably pledged the Pledged Revenues solely and only to the payment of the principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds. The pledge of the Pledged Revenues shall be valid and binding from and after the effective date of the Bond Ordinance, and such Pledged Revenues so pledged and hereafter received by the City shall immediately be subject to the lien of such pledge without the physical delivery of such Pledged Revenues or any further action on the part of the City, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind against the City, irrespective of whether such parties have notice hereof.

The Bonds shall have no priority with respect to the payment of principal or interest over any general obligation bonds of the City hereafter issued in accordance with the provisions of the Bond Ordinance and this Resolution which are on a parity with the Bonds, nor shall any other general obligation bonds of the City heretofore or hereafter issued have priority over the payment from the Pledged Revenues of the principal of or the interest on the Bonds. The Bonds are, however, on a parity with and co-equal to the Outstanding Parity Bonds respecting payment of the principal amount thereof and the interest thereon.

Section 2.04 Disposition of Pledged Revenues and Taxes; Untimely Receipt. The proceeds derived from the Pledged Revenues and/or from the aforesaid annual ad valorem taxes shall be deposited into the Parity Bonds Principal and Interest Accounts when received; provided, if at any time the amount in the Parity Bonds Principal and Interest Accounts shall be insufficient to make the payments of the principal of and the interest on the Outstanding parity Bonds and the Bonds when required because of an untimely collection and/or receipt of the Pledged Revenues and/or said ad valorem taxes, the Director of Finance is authorized to cause to be transferred to said Principal and Interest Accounts from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of the Pledged Revenues and/or said ad valorem taxes.

ARTICLE III

DETAILS, ISSUANCE AND DELIVERY OF THE BONDS; DISPOSITION OF BOND PROCEEDS

Section 3.01 Description and Details of Bonds. The Bonds shall be designated "City of Wichita, Kansas, General Obligation Sales Tax Bonds, Series 2011A," shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to

this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates. The City Manager, the Finance Director or the City Manager's designee is hereby authorized to approve the final principal amount, maturity schedule, Costs of Issuance Deposit and Purchase Price for the Bonds as to be set forth on **Exhibit B** to this Resolution provided the final principal amount shall not exceed $9,025,000, the principal shall mature or be subject to mandatory redemption on the dates and at the interest rates shown on **Exhibit A** to this Resolution and such amounts are consistent with the other terms and provisions of this Resolution.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 3.02 Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon 15 days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 3.03(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the

ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 3.03(B)**.

Section 3.03 Method and Place of Payment of Principal and Interest on the Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 3.01** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

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

Section 3.04 Method of Execution and Authentication of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, attested by the City's official seal, or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such

signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

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

Section 3.05 Payment of Costs of Bonds. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 3.06 Form of Bonds. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The text of the approving legal opinion of Bond Counsel shall be included on the Bonds, together with a certificate of the City Clerk relating thereto which shall be signed by the manual or facsimile signature of the City Clerk. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds; and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at anytime after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 3.07 Registration, Transfer and Exchange of Bonds. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

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

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

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 3.03(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.08 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 3.09 Surrender and Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or, such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 3.10 Execution and Delivery of the Bonds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the full Purchase Price therefor; and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Upon the issuance of the Bonds, there shall be filed with the Treasurer of the State and the Fiscal Agent, the following:

(A) An executed original or certified copy of the Bond Ordinance, together with an affidavit of publication thereof;

(B) An executed original or certified copy of this Resolution;

(C) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding general obligations of the City and that the interest on the Bonds is not includable in gross income for purposes of Federal income taxation and is exempt from Kansas income taxation, subject to such restrictions and limitations as shall be described therein; and

(D) Such other certificates, opinions, statements, receipts and documents as are required by the Act or as Bond Counsel shall reasonably require for delivery of the Bonds.

Section 3.11 Application of Bond Proceeds. Upon the issuance and delivery of the Bonds, the proceeds thereof of the Bonds shall be deposited into the Treasury of the City and credited to the various Funds and Accounts created by **Article VI** of this Resolution, as follows:

(A) to the Principal and Interest Account, the portion of the Purchase Price, if any, which represents accrued interest on the Bonds;

(B) to the Costs of Issuance Account, the Costs of Issuance Deposit; and

(C) to the Project Fund, the balance of the Purchase Price of the Bonds.

Section 3.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt

Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE IV

REDEMPTION OF THE BONDS

Section 4.01 Optional Redemption. The Bonds maturing in the years 2012 to 2018, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing October 1, 2019, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof, in whole or in part, on and after October 1, 2018. Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
October 1, 2018, through September 30, 2019	101.00%
October 1, 2019, through September 30, 2020	100.50%
October 1, 2020, and thereafter	100.00%

Section 4.02 Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit B** to this Resolution.

Section 4.03 Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof; and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall

accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 4.04 Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than 45 days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than 30 days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

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

Section 4.05 Deposit of Moneys for and Payment of Redemption Price. On or prior to the Redemption Date, the City shall deposit with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.07** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 4.06 Effect of Call for Redemption. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE V

ADDITIONAL BONDS

Section 5.01 Additional Bonds. The City hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not issue any additional general obligations bonds, revenue bonds or other obligations payable from the Pledged Revenues, or

any part thereof, which are superior in lien, security or otherwise to the first and prior lien of the Outstanding Parity Bonds and the Bonds on the Pledged Revenues.

The City may, however, issue additional bonds payable from the Pledged Revenues (the "Parity Bonds") for the payment of all or any portion of the costs of public facilities or improvements of the City for which it is authorized pursuant to the constitution or laws of the State to issue general obligation bonds, which shall be co-equal in stature and priority to the Outstanding Parity Bonds and the Bonds, but only if each and all of the following conditions are met:

(A) The issuance of Parity Bonds of equal stature and priority to the Outstanding Parity Bonds and the Bonds shall be permitted by State statutes; and the issuance of such Parity Bonds will not affect the exclusion of the interest on the Outstanding Parity Bonds and the Bonds from gross income for purposes of federal income taxation;

(B) The City shall not be in default in the making of any payments at the time required to be made by it into the respective funds and accounts created by the Outstanding Bond Ordinances and this Resolution and no event of default shall have occurred and be subsisting in any covenants or procedures established in the Outstanding Bond Ordinances or any other ordinance of the City authorizing indebtedness secured by the Pledged Revenues;

(C) The Principal Payment Date for the Parity Bonds shall be as specified in the ordinance of the City which authorizes the issuance of the Parity Bonds;

(D) As long as any of the Outstanding Parity Bonds remain Outstanding, the ordinance and/or resolution authorizing such Parity Bonds shall additionally contain substantially the same terms, conditions, covenants and procedures as are established in and by the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution; and

(E) The appropriate "earnings test" must be satisfied, as follows:

(1) If the Parity Bonds proposed to be issued by the City are to be issued as general obligation bonds secured by the full faith and credit of the City and by a specific pledge of the Pledged Revenues, pursuant to and for any of the purposes specified by the Act ("Parity General Obligation Bonds"), then the following specific condition must be met before the issuance of such Parity General Obligation Bonds: The Pledged Revenues generated by the Sales Tax for a 12-month period preceding the issuance of such Parity General Obligation Bonds shall be in an amount equal to at least 110% of the total combined average annual Debt Service Requirements for all ensuing years on (i) the Outstanding Parity Bonds, (ii) the Bonds, (iii) any Parity Bonds previously issued by the City pursuant to the Bond Ordinance and this Resolution, and (iv) the proposed Parity General

Obligation Bonds; provided that, for the purposes of calculating the amount of such annual Pledged Revenues, that any period of twelve consecutive months out of the 18-month period next preceding the issuance of such Parity General Obligation Bonds may be used; and further provided that the amount of such Pledged Revenues shall be certified to by a Certificate executed by both the Mayor and the Director of Finance; provided, that if prior to the date of issuance of such Parity General Obligation Bonds there has been authorized and pledged to the payment of the Bonds additional revenues from the Sales Tax in excess of those authorized and pledged as of the commencement of such 18-month period, the Pledged Revenues may be increased for such period in an amount equal to 100% of the estimated increase in Pledged Revenues which would have been realized during such period had such increase been in effect during all of said 18-month period; or

(2) If the Parity Bonds proposed to be issued by the City are to be issued as revenue bonds secured by a specific pledge of the Pledged Revenues, pursuant to and for any of the purposes specified by K.S.A. 12-195(b), but not secured by the full faith and credit of the City ("Parity Revenue Bonds"), then the following specific condition must be met before the issuance of such Parity Revenue Bonds: The Pledged Revenues generated by the Sales Tax for a 12-month period preceding the issuance of such Parity Revenue Bonds shall be in an amount equal to at least 110% of the total combined average annual Debt Service Requirements for all ensuing years on (i) the Outstanding Parity Bonds, (ii) the Bonds (iii) any Parity Bonds previously issued by the City pursuant to the Bond Ordinance and this Resolution, and (iv) the proposed Parity Revenue Bonds; provided that, for the purposes of calculating the amount of such annual Pledged Revenues, that any period of 12 consecutive months out of the 18-month period next preceding the issuance of such Parity Revenue Bonds may be used; and further provided that the amount of such Pledged Revenues shall be certified to by a Certificate executed by both the Mayor and the Director of Finance; provided, that if prior to the date of issuance of such Parity Revenue Bonds there has been authorized and pledged to the payment of the Bonds additional revenues from the Sales Tax in excess of those authorized and pledged as of the commencement of such 18-month period, the Pledged Revenues may be increased for such period in an amount equal to 100% of the estimated increase in Pledged Revenues which would have been realized during such period had such increase been in effect during all of said 18-month period.

Any Parity Bonds issued under the conditions set forth above and which are payable from the Pledged Revenues shall stand on a parity with the Outstanding Parity Bonds and the Bonds, and shall enjoy complete equality of the lien on and claim against the Pledged Revenues as the Outstanding Parity Bonds and the Bonds; and the City shall make equal provision for paying the Parity Bonds and the interest thereon out of the Pledged Revenues.

The City may issue additional bonds on a parity with and co-equal with the Outstanding Parity Bonds and the Bonds for the purpose of refunding outstanding Parity Bonds without meeting the requirement of subsection (E) above, if the issuance of such refunding bonds shall result in a reduction in the debt service requirements with respect to such refunded bonds.

Section 5.02 Subordinate Lien Bonds. Nothing contained in this Article prohibits or restricts the right of the City to issue revenue bonds payable from the Pledged Revenues for any of the purposes authorized by K.S.A. 12-195(b), and to provide that the principal of and the interest thereof shall be paid from the Pledged Revenues; provided that at the time such revenue bonds are issued, the City shall not be in default in the performance of any covenant or agreement contained in the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution; and provided further that any such revenue bonds shall be junior and subordinate to the Outstanding Parity Bonds and the Bonds, so that if at any time the City shall be in default in the payment of either the interest on or the principal of the Outstanding Parity Bonds and the Bonds, or if the City shall be in default in making any other payments required to be made by it under the provisions of the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution, it shall make no payments of either the principal of or the interest on the junior and subordinate revenue bonds until said default or defaults under the covenants, agreements and conditions contained in the Outstanding Bond Ordinances and the Bond Ordinance and this Resolution shall be cured and no longer existing on the part of the City. In the event of the issuance of any such junior and subordinate revenue bonds, the City, subject to the provisions aforesaid, may make provision for the payment of the interest on and the principal of said junior and subordinate revenue bonds out of the Pledged Revenues.

ARTICLE VI

CREATION AND ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 6.01 Confirmation of Existing and Creation of Additional Funds and Accounts. The Governing Body hereby confirms the existence of the "Local Sales Tax Road, Highway and Bridge Revenue Fund" (the "Revenue Fund"), heretofore authorized and ordered to be created and established in the Treasury of the City, and covenants that such Revenue Fund shall continue to be maintained and exist separate and apart from all other funds of the City, and be governed by the Outstanding Bond Ordinances and by this Resolution until the full and final payment of the Bonds.

The Governing Body hereby directs that simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the additional following designated funds and accounts:

(A) Series 2011A Project Fund;

(B) Principal and Interest Account for General Obligation Sales Tax Bonds, Series 2011A, to be created within the City's Bond and Interest Fund;

(C) Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2011A; and

(D) Excess Earnings Account for General Obligation Sales Tax Bonds, Series 2011A.

The Governing Body hereby confirms the existence of certain other funds and accounts authorized and ordered to be created and established by the Outstanding Bond Ordinances for the payment and security of the Outstanding Parity Bonds in the Treasury of the City; and covenants that such funds and accounts shall continue to be maintained and exist separate and apart from all other funds of the City, and shall be governed by the Outstanding Bond Ordinances until the full and final payment of the Outstanding Parity Bonds.

Section 6.02 Administration of Funds and Accounts. The City shall maintain a practice of keeping separate and distinct funds and accounts herein referred to and as created by this Resolution for budget and accounting purposes; provided, however, such segregation of funds and accounts for such purpose shall have no effect upon the pledge and lien of the Bonds on the Pledged Revenues.

ARTICLE VII

DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS; GROSS REVENUES AND PLEDGED REVENUES

Section 7.01 Disposition of Project Fund; Construction of Projects. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs. The City covenants that in constructing the Projects it will perform all duties and obligations relative thereto as are now or may hereafter be imposed by the Act and the provisions of this Resolution.

Withdrawals from the Project Fund shall be made only for a purpose within the scope of the Projects and as payment for Project Costs; and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof. Withdrawals from the Project Fund shall be made only upon duly authorized and executed warrants which are accompanied by a statement of the Director of Finance to the effect that such payment is being made for a purpose within the scope of this Resolution.

Section 7.02 Surplus in Project Fund. Any moneys remaining in the Project Fund upon the full and final completion of the Projects and the payment of all Project Costs shall be transferred to the Principal and Interest Account and the City hereby pledges that any such moneys shall be used for the payment of the principal of and the interest on the Bonds, and the Project Fund shall thereafter be terminated. In the event proceeds of the Bonds shall remain in the Project Fund on October 1, 2014, the City shall obtain an opinion of Bond Counsel with respect to whether such account shall be required to be invested at a restricted yield, and whether any other actions may be required on the part of the City in order to continue the exclusion of the interest on the Bonds from federal income taxation.

To the extent there are no other available funds, then notwithstanding any other provision hereof, moneys held in the Project Fund shall be applied to the payment of the principal and interest on the Bonds upon the occurrence of an Event of Default hereunder relating to payment of such principal and interest requirements.

Section 7.03 Collection, Segregation and Disposition of Gross Revenues and Pledged Revenues. The City hereby covenants that immediately upon the issuance of the Bonds, and continuing so long as any of the Bonds remain Outstanding and unpaid, all of the Gross Revenues, promptly upon the receipt thereof by the City, and as frequently as received, shall be paid to and deposited as follows: (i) 50% of such Gross Revenues shall be deposited into the City's General Fund, and (ii) 50% of the Gross Revenues shall be deposited into the Revenue Fund ratified by this Resolution.

The City hereby further covenants that the Pledged Revenues deposited in the Revenue Fund as aforesaid shall be disbursed on the first day of each month (commencing the first day of the month following the issuance of the Bonds) as follows: (i) the amounts required by the Outstanding Bond Ordinances shall be transferred to the Outstanding Bond Principal and Interest Accounts; plus, (ii) an amount equal to the pro rata portion of the amount of interest which will become due on the Bonds on the next succeeding Interest Payment Date, plus an amount equal to the pro rata portion of the amount of principal that will become due on the Bonds on the next succeeding Principal Payment Date shall be transferred to and deposited in the Principal and Interest Account created by this Resolution for the payment of the Bonds, to the end that at all times 30 days prior to any Interest Payment Date and to any Principal Payment Date, or to any date of redemption, if applicable, there shall be sufficient moneys in the Principal and Interest Account to transmit the amount of maturing interest and principal on the Bonds to the Paying Agent for payment to the Owners when due; and (iii) the balance of the Pledged Revenues in the Revenue Fund, if any, shall be transferred to and deposited in the City's "Local Sales Tax Capital Improvement Construction Fund" for payment of the costs of other local road, highway and bridge projects, or otherwise as shall be determined by the Governing Body of the City.

In determining the respective monthly amounts to be so transferred to the Principal and Interest Account, moneys on hand in the Principal and Interest Account from accrued interest, investment income or other sources shall be taken into consideration and the amount of the monthly transfers thereto shall be reduced accordingly; provided, however, that when the Series 2003A Bonds, the Series 2007 Bonds and the Series 2009A Bonds are no longer Outstanding, moneys held in escrow and pledged to the payment of either the principal of or interest on the Bonds shall also be taken into consideration and the amount of the monthly transfers to the Principal and Interest Account shall be reduced accordingly.

Section 7.04 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of **Section 3.11** of this Resolution, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the preceding Section or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and

the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 7.05 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable; together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 7.06 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all of the Bonds shall be transferred and paid into the General Fund of the City or otherwise at the direction of the Governing Body of the City.

Section 7.07 Costs of Issuance Account. Moneys in the Costs of Issuance shall be used solely for the purpose of paying the Costs of Issuance. All moneys remaining in the Costs of Issuance Account after the earlier of payment of all Costs of Issuance or April 1, 2012, shall be transferred to the Principal and Interest Account.

ARTICLE VIII

DEPOSITS AND INVESTMENT OF MONEYS

Section 8.01 Deposits. Cash moneys in each of the Funds and Accounts created and established by this Resolution shall be deposited in accordance with the laws of the State.

Section 8.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or

account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is less. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 8.03 Deposits into and Application of Moneys in the Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters. Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in an "Certificate as to Arbitrage and Related Tax Matters," dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to

Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE IX

PARTICULAR COVENANTS OF THE CITY

Section 9.01 Covenants of the City. The City hereby covenants with each and all of the Owners of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will faithfully perform at all times any and all covenants, agreements, undertakings and provisions contained in this Resolution and in the Bonds.

Section 9.02 Financial Records and Reports; Annual Audit and Budget. So long as any of the Bonds remain Outstanding, the City will maintain proper books, records and accounts (entirely separate from all other books, records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Sales Tax. Such books, records and accounts shall show the Gross Revenues received from the Sales Tax, and the application of the Pledged Revenues and all financial transactions in connection therewith. Said books shall be kept according to standard accounting practices as applicable to municipalities.

Quarterly comparative reports shall be made to the Governing Body relative to the Pledged Revenues; and the City will annually, at the end of each Fiscal Year, cause an audit of the transactions related to the Gross Revenues to be made by a qualified accountant experienced in the field of municipal accounting. Said annual audit shall include:

(A) A classified statement as to the Gross Revenues received during the Fiscal Year;

(B) A balance sheet as of the end of each Fiscal Year showing the amount on hand at the end of such year in each of the Funds created by the Outstanding Bond Ordinances and by this Resolution and in each of the funds or accounts created by any ordinance authorizing the issuance of any Parity Bonds under the provisions of the Bond Ordinance and this Resolution;

(C) An income statement showing excess or deficiency of Pledged Revenues over Debt Service Requirements for such Fiscal Year;

(D) A statement listing all Bonds issued under the provisions of the Bond Ordinance and this Resolution which have matured, been called, purchased, or paid during the preceding Fiscal Year, and of all interest paid during the preceding Fiscal Year on such Bonds; and

(E) The opinion of the auditor as to whether or not the requirements of the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution and of any ordinance or resolution authorizing any Parity Bonds are being met by the Pledged Revenues.

The annual audit shall be completed as soon as practicable after the end of each Fiscal Year and a copy shall be filed in the office of the City Clerk where it shall be open to public inspection.

Prior to the commencement of each Fiscal Year, there shall be prepared and filed in the office of the City Clerk a budget setting forth the estimated receipts and expenditures from the Pledged Revenues for the next succeeding Fiscal Year. Said annual budget shall contain:

(A) An estimate of the anticipated Pledged Revenues from the Sales Tax during the next ensuing Fiscal Year;

(B) A statement as to the amount of interest that will accrue during the next Fiscal Year on all Outstanding Bonds issued under the provisions of the Bond Ordinance and this Resolution;

(C) A statement as to the principal amount of such Outstanding Bonds which will become due by their terms during the next Fiscal Year;

(D) A statement as to the total estimated expenditures to be made from the Pledged Revenues during the next Fiscal Year; and

(E) A statement as to the amounts to be deposited from the Pledged Revenues during the next Fiscal Year into any Fund and Account created by the Outstanding Bond Ordinances and by this Resolution and into each of the funds or accounts created by any ordinance authorizing any Parity Bonds under the provisions of the Bond Ordinance and this Resolution.

Notwithstanding the foregoing, when the Series 2003B Bonds are no longer Outstanding, the preceding provisions of this **Section 9.02** shall be deleted and replaced by the following provisions:

As long as any of the Bonds remain Outstanding, the City will maintain proper books, records and accounts in which complete and correct entries will be made of all transactions relating to the funds and accounts established or ratified by this Resolution. Said books shall be kept according to standard accounting practices as applicable to municipalities.

Section 9.03 Inspection by Owners. Any Owner shall have the right at all reasonable times to inspect the books, records, accounts and data relating to the Sales Tax and the Pledged Revenues therefrom, and shall be furnished by the City with all information concerning the Sales Tax and the Pledged Revenues therefrom which an Owner may reasonably request.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Ordinance Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

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

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

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

Section 10.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Bond Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by him, or to reduce to judgment his claim against the City for payment of the principal and interest on the Bonds without reference to or consent of any other Owner.

Section 10.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be

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

ARTICLE XI

AMENDMENTS

Section 11.01 Amendments. The City may, without the consent of or notice to, the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Projects, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable federal law, or (v) to conform the Resolution to the Code or any future applicable federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than 75% in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of 100% of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

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

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

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

Section 11.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified and published, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE XII

DEFEASANCE

Section 12.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance or this Resolution shall cease and determine with respect to that so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State and having full trust powers, at or prior to the maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such

Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

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

Section 13.02 Severability. In case any one or more of the provisions of the Bond Ordinance or this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the

Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 13.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof; and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

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

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

Section 13.04 Governing Law. This Resolution and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 13.05 Effective Date. This Resolution shall be in force and take effect from and after its passage and approval by the Governing Body of the City; provided, however, all references to the Series 2011B Bonds shall only become effective upon the issuance and delivery of the Series 2011B Bonds by the City.

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on September 20, 2011.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

4822-4662-7594.2

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 2011A BONDS

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

"Bond Ordinance" shall mean Ordinance No. _____ of the City, passed by the Governing Body on September 20, 2011, and authorizing and providing for the issuance of the Bonds.

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

Maturity Schedule. All of the Bonds shall be become due or be subject to mandatory redemption on the dates and shall bear interest as the rates per annum as follows:

Maturity or Mandatory Redemption Date	**Interest Rate**
October 1, 2012	%
October 1, 2013	
October 1, 2014	
October 1, 2015	
October 1, 2016	
October 1, 2017	
October 1, 2018	
October 1, 2019	
October 1, 2020	
October 1, 2021	
October 1, 2022	
October 1, 2023	
October 1, 2024	
October 1, 2025	
October 1, 2026	

EXHIBIT B

FINAL SIZING TERMS OF THE SERIES 2011A BONDS

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

"Costs of Issuance Deposit" means $_____.

"Purchase Price" for the Bonds shall be the par value of the Bonds, *i.e.,* the principal amount of $_____, plus a premium of $_____, plus accrued interest to the date of delivery.

["Term Bonds" shall mean the Bonds maturing in the year _____.[shall mean the _____ Term Bonds and the ____ Term Bonds].

"____ Term Bonds" shall mean the Bonds maturing in the year ____.

"____ Term Bonds" shall mean the Bonds maturing in the year ____.]

Maturity Schedule. All of the Bonds shall be become due in the amounts and on the dates set forth below:

Maturity Date	**Maturing Principal**
October 1, 2012	$
October 1, 2013	
October 1, 2014	
October 1, 2015	
October 1, 2016	
October 1, 2017	
October 1, 2018	
October 1, 2019	
October 1, 2020	
October 1, 2021	
October 1, 2022	
October 1, 2023	
October 1, 2024	
October 1, 2025	
October 1, 2026	

[TERM BONDS

Maturity October 1	Principal Amount	Interest Rate	Maturity October 1	Principal Amount	Interest Rate
20__	$	%	20__	$	%

Mandatory Redemption. Each of the _____ Term Bonds shall also be subject to mandatory redemption and payment on October 1, _____, or on any October 1 thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the _____ Term Bonds in each of the following years:

Principal Amount	Year
*	

*Final maturity.]

Approved by:

_____
Title: _____
City of Wichita, Kansas

SCHEDULE I

CITY OF WICHITA, KANSAS
LOCAL SALES TAX BONDS, SERIES 2011A

THE PROJECTS

	PROJECT DESCRIPTION		CHARGEABLE TO CITY AT LARGE
	FREEWAYS		
401-505 705005	Kellogg/Cypress - 127th Street East	$	3,796,205.00
401-550 705050	Kellogg/Cypress - 159th Street East		1,755,920.00
400-700 770000	I-235 and Floodway		1,937,375.00
401-311 700757	Kellogg/Rock Road		1,535,500.00
	TOTAL SERIES 2011A	**$**	**9,025,000.00**

4822-4662-7594.2

KUTAK ROCK LLP
DRAFT 9/06/11

RESOLUTION NO. 11-232

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED SEPTEMBER 20, 2011

AUTHORIZING THE ISSUANCE OF

NOT TO EXCEED $18,500,000

GENERAL OBLIGATION SALES TAX REFUNDING BONDS
SERIES 2011B

DATED OCTOBER 1, 2011

4848-9670-6826.2

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RESOLUTION NO. 11-___

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2011B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $18,500,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION SALES TAX BONDS OF THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; PLEDGING A PORTION OF THE COUNTY RETAILERS' SALES TAX REVENUES ALLOCATED TO THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF ANY PORTION OF THE PRINCIPAL OF AND THE INTEREST ON THE BONDS NOT PAID FROM SAID SALES TAX REVENUES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "City"), has adopted the Bond Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Bond Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds;

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean the Constitution and Statutes of the State, including K.S.A. 10-101 *et seq.,* K.S.A. 10-427 *et seq.,* all as amended and supplemented.

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

"Authorized Investments" shall mean, as long as the Series 2003B, Series 2007 and Series 2009A 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 City pursuant to this Resolution:

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

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

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

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

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

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

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

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

(4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State 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 (A)

which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

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

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

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

(C) The Value of the above investments shall be determined as of the end of each month;

provided, however, when the Series 2003B, Series 2007 and Series 2009A Bonds are no longer Outstanding, "Authorized Investments" shall mean investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"Bond Counsel" shall mean Kutak Rock LLC, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

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

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

"Bondowner(s)" shall mean the Owner(s) of the Bonds.

"Bonds" shall mean the General Obligation Sales Tax Refunding Bonds, Series 2011B, dated October 1, 2011, of the City of Wichita, Kansas, authorized by and issued pursuant to the authority of the Bond Ordinance and this Resolution; provided the original principal amount of the Bonds shall not exceed $18,500,000.

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

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

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

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

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds.

"Costs of Issuance Account" shall mean the Costs of Issuance Account for General Obligation Sales Tax Refunding Bonds, Series 2011B, created pursuant to **Article VI** hereof.

"Costs of Issuance Deposit" shall mean the amount of proceeds of the Bonds to be deposited in the Costs of Issuance Account described on **Exhibit B** to this Resolution.

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

"Dated Date" shall mean the dated date of the Bonds which is October 1, 2011.

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

"Debt Service Requirements" shall mean the required payments of the principal of, premium, if any, and the interest on Bonds issued in accordance with the terms and provisions of the Bond Ordinance and this Resolution.

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

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

"DTC" shall mean The Depository Trust Company.

"Escrow Agreement" means the Escrow Trust Agreement dated as of October 1, 2011, between the City and the Escrow Trustee.

"Escrow Fund" shall mean the Escrow Fund created under the Escrow Agreement and held by the Escrow Trustee.

"Escrow Trustee" means a Kansas bank with trust powers selected by the City, and its successors or assigns.

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

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

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

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

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

"Gross Revenues" shall mean the gross amount of the revenues received by the City from the Sales Tax before any payments, disbursements or expenditures are made therefrom.

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

"Interest Payment Dates" shall be April 1 and October 1 of each year commencing April 1, 2012, and ending October 1, 2018, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

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

"Local Sales Tax Capital Improvement Construction Fund" shall mean the Local Sales Tax Capital Improvement Construction Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of capital improvement projects authorized by the Governing Body to be paid from the Sales Tax.

"Mayor" shall mean the duly elected and acting Mayor of the City or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

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

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

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

"Outstanding Bond Ordinances" shall mean the Series 2003B Ordinance, the Series 2007 Ordinance, the Series 2009A Ordinance, the Series 2010A Ordinance and the Series 2011A Ordinance.

"Outstanding Parity Bonds" shall mean the Series 2003B Bonds, the Series 2007 Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011A Bonds.

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

"Parity Bond Principal and Interest Accounts" shall mean the Series 2003B Principal and Interest Account, the Series 2007 Principal and Interest Account, the Series 2009A Principal and Interest Account, the Series 2010A Principal and Interest Account, the Series 2011A Principal and Interest Account and the Principal and Interest Account established for the Bonds.

"Parity Bonds" shall mean any additional general obligation bonds, any revenue bonds or other obligations payable from the Pledged Revenues and issued in addition to and on a parity

with the Bonds, pursuant to and in accordance with the provisions of **Article V** of this Resolution.

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

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

"Pledged Revenues" shall mean 50% of the Gross Revenues, including investment income (except investment earnings required to be paid United States Treasury to meet the rebate requirements of Section 148(f) of the Code).

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

"Principal Payment Date" shall mean October 1 of each year, commencing October 1, 2014, and ending October 1, 2018, or such other date as all of the Bonds shall have been paid or provision for such payment has been made.

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

"Record Dates" shall mean the 15th day of the respective months next preceding the Interest Payment Dates.

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

"Refunded Bonds" mean the Series 2003B Bonds maturing in the years 2014 through 2018, inclusive.

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

"Resolution" shall mean this Resolution adopted by the Governing Body of the City on September 20, 2011, prescribing the terms and details of the Bonds.

"Revenue Fund" shall mean the Local Sales Tax Road, Highway and Bridge Revenue Fund.

"Sales Tax" shall mean the one percent county-wide retailers' sales tax imposed by Sedgwick County, Kansas, pursuant to the authority of K.S.A. 12-187 *et seq.*, as amended and supplemented.

"Series 2003B Bonds" shall mean the City's General Obligation Refunding and Improvement Sales Tax Bonds, Series 2003B, dated November 1, 2003, originally issued in the principal amount of $48,855,000.

"Series 2003B Ordinance" shall mean the ordinance of the City authorizing the issuance of the Series 2003B Bonds.

"Series 2003B Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2003B Bonds created within the City's Bond and Interest Fund pursuant to the Series 2003B Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2003B Bonds.

"Series 2007 Bonds" shall mean the City's General Obligation Sales Tax Bonds, Series 2007, dated October 1, 2007, originally issued in the principal amount of $40,500,000.

"Series 2007 Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2007 Bonds.

"Series 2007 Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2007 Bonds created within the City's Bond and Interest Fund pursuant to the Series 2007 Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2007 Bonds.

"Series 2009A Bonds" shall mean the City's General Obligation Sales Tax Refunding Bonds, Series 2009A, dated April 1, 2009, originally issued in the principal amount of $28,385,000.

"Series 2009A Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2009A Bonds.

"Series 2009A Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2009A Bonds created within the City's Bond and Interest Fund pursuant to the Series 2009A Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2009A Bonds.

"Series 2010A Bonds" shall mean the City's General Obligation Sales Tax Refunding Bonds, Series 2010A, dated September 15, 2010, originally issued in the principal amount of $21,420,000.

"Series 2010A Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2010A Bonds.

"Series 2010A Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2010A Bonds created within the City's Bond and Interest Fund pursuant to the Series 2010A Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2010A Bonds.

"Series 2011A Bonds" shall mean the City's General Obligation Sales Tax Bonds, Series 2010A, dated October 1, 2011, originally issued in the principal amount not to exceed $9,025,000.

"Series 2011A Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2011A Bonds.

"Series 2011A Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2011A Bonds created within the City's Bond and Interest Fund pursuant to the Series 2011A Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2011A Bonds.

"State" shall mean the State of Kansas.

"State Treasurer" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

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

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

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

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

Section 1.02 Rules of Interpretation.

(A) 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.

(B) Wherever in this Resolution it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(C) All references in this Resolution to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Resolution as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision.

(D) The Table of Contents and the Article and Section headings of this Resolution shall not be treated as a part of this Resolution or as affecting the true meaning of the provisions hereof.

ARTICLE II

AUTHORIZATION OF AND SECURITY FOR THE BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the cost of refunding the principal amount of the Refunded Bonds, the Bonds shall be issued. In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 2.02 Security for the Bonds. The Governing Body has covenanted and agreed in the Bond Ordinance, to make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable from the Pledged Revenues; and if not so paid, from ad valorem taxes levied upon all of the taxable tangible property located within the territorial limits of the City in such amounts, if any, as are necessary to pay any portion of the principal and interest on the Bonds not paid from the Pledged Revenues. The Bonds shall be and constitute valid and legally binding general obligations of the City; and the full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

Section 2.03 Pledge of Pledged Revenues. The principal of, premium, if any, and the interest on the Bonds is secured by and payable first from a first and prior lien on and an irrevocable pledge of the Pledged Revenues, which lien shall be on a parity with and co-equal to the lien of the Outstanding Bonds on the Pledged Revenues; and the City has in the Bond Ordinance irrevocably pledged the Pledged Revenues solely and only to the payment of the

principal of, premium, if any, and the interest on the Outstanding Parity Bonds and the Bonds. The pledge of the Pledged Revenues shall be valid and binding from and after the effective date of the Bond Ordinance, and such Pledged Revenues so pledged and hereafter received by the City shall immediately be subject to the lien of such pledge without the physical delivery of such Pledged Revenues or any further action on the part of the City, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind against the City, irrespective of whether such parties have notice hereof.

The Bonds shall have no priority with respect to the payment of principal or interest over any general obligation bonds of the City hereafter issued in accordance with the provisions of the Bond Ordinance and this Resolution which are on a parity with the Bonds, nor shall any other general obligation bonds of the City heretofore or hereafter issued have priority over the payment from the Pledged Revenues of the principal of or the interest on the Bonds. The Bonds are, however, on a parity with and co-equal to the Outstanding Parity Bonds respecting payment of the principal amount thereof and the interest thereon.

Section 2.04 Disposition of Pledged Revenues and Taxes; Untimely Receipt. The proceeds derived from the Pledged Revenues and/or from the aforesaid annual ad valorem taxes shall be deposited into the Parity Bonds Principal and Interest Accounts when received; provided, if at any time the amount in the Parity Bonds Principal and Interest Accounts shall be insufficient to make the payments of the principal of and the interest on the Outstanding Parity Bonds and the Bonds when required because of an untimely collection and/or receipt of the Pledged Revenues and/or said ad valorem taxes, the Director of Finance is authorized to cause to be transferred to said Principal and Interest Accounts from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of the Pledged Revenues and/or said ad valorem taxes.

ARTICLE III

DETAILS, ISSUANCE AND DELIVERY OF THE BONDS; DISPOSITION OF BOND PROCEEDS

Section 3.01 Description and Details of Bonds. The Bonds shall be designated "City of Wichita, Kansas, General Obligation Sales Tax Refunding Bonds, Series 2011B," shall be dated the Dated Date and shall become due on the dates set forth on **Exhibit A** to this Resolution (the "Principal Payment Dates"). The Bonds shall bear interest at the rates described on **Exhibit A** to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates. The City Manager, the Finance Director or the City Manager's designee is hereby authorized to approve the final principal amount, maturity schedule, Costs of Issuance Deposit and Purchase Price for the Bonds as to be set forth on **Exhibit B** to this Resolution provided the final principal amount shall not exceed $18,500,000, the principal shall mature or be subject to mandatory redemption on the dates and at the interest rates shown on **Exhibit A** to this Resolution and such amounts are consistent with the other terms and provisions of this Resolution.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of $5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 3.02 Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon 15 days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 3.03(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 3.03(B).**

Section 3.03 Method and Place of Payment of Principal and Interest on the Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of

the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 3.01** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

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

Section 3.04 Method of Execution and Authentication of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, attested by the City's official seal, or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in the State Treasurer's office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

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

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or

signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under this Resolution.

Section 3.05 Payment of Costs of Bonds. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 3.06 Form of Bonds. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The text of the approving legal opinion of Bond Counsel shall be included on the Bonds, together with a certificate of the City Clerk relating thereto which shall be signed by the manual or facsimile signature of the City Clerk. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds; and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at anytime after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 3.07 Registration, Transfer and Exchange of Bonds. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

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

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

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 3.03(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.08 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

Section 3.09 Surrender and Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or, such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 3.10 Execution and Delivery of the Bonds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon

receipt by the City of the full Purchase Price therefor; and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Upon the issuance of the Bonds, there shall be filed with the Treasurer of the State and the Fiscal Agent, the following:

(A) An executed original or certified copy of the Bond Ordinance, together with an affidavit of publication thereof;

(B) An executed original or certified copy of this Resolution;

(C) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding general obligations of the City and that the interest on the Bonds is not includable in gross income for purposes of Federal income taxation and is exempt from Kansas income taxation, subject to such restrictions and limitations as shall be described therein; and

(D) Such other certificates, opinions, statements, receipts and documents as are required by the Act or as Bond Counsel shall reasonably require for delivery of the Bonds.

Section 3.11 Application of Bond Proceeds. Upon the issuance and delivery of the Bonds, the proceeds thereof of the Bonds shall be deposited and credited to the various Funds and Accounts created by **Article VI** of this Resolution, as follows:

(A) To the Costs of Issuance Account, the Costs of Issuance Deposit; and

(B) The balance of the proceeds to the Escrow Fund held by the Escrow Trustee.

Section 3.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE IV

REDEMPTION OF THE BONDS

Section 4.01 Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Section 4.02 Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit B** to this Resolution.

Section 4.03 Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

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

Section 4.04 Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than 45 days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than 30 days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

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

Section 4.05 Deposit of Moneys for and Payment of Redemption Price. On or prior to the Redemption Date, the City shall deposit with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date,

of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.07** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 4.06 Effect of Call for Redemption. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE V

ADDITIONAL BONDS

Section 5.01 Additional Bonds. The City hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not issue any additional general obligations bonds, revenue bonds or other obligations payable from the Pledged Revenues, or any part thereof, which are superior in lien, security or otherwise to the first and prior lien of the Outstanding Parity Bonds and the Bonds on the Pledged Revenues.

The City may, however, issue additional bonds payable from the Pledged Revenues (the "Parity Bonds") for the payment of all or any portion of the costs of public facilities or improvements of the City for which it is authorized pursuant to the constitution or laws of the State to issue general obligation bonds, which shall be co-equal in stature and priority to the Outstanding Parity Bonds and the Bonds, but only if each and all of the following conditions are met:

(A) The issuance of Parity Bonds of equal stature and priority to the Outstanding Parity Bonds and the Bonds shall be permitted by State statutes; and the issuance of such Parity Bonds will not affect the exclusion of the interest on the Outstanding Parity Bonds and the Bonds from gross income for purposes of federal income taxation;

(B) The City shall not be in default in the making of any payments at the time required to be made by it into the respective funds and accounts created by the Outstanding Bond Ordinances and this Resolution and no event of default shall have occurred and be subsisting in any covenants or procedures established in the Outstanding Bond Ordinances or any other ordinance of the City authorizing indebtedness secured by the Pledged Revenues;

(C) The Principal Payment Date for the Parity Bonds shall be as specified in the ordinance of the City which authorizes the issuance of the Parity Bonds;

(D) As long as any of the Outstanding Parity Bonds remain Outstanding, the ordinance and/or resolution authorizing such Parity Bonds shall additionally contain substantially the same terms, conditions, covenants and procedures as are established in and by the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution; and

(E) The appropriate "earnings test" must be satisfied, as follows:

(1) If the Parity Bonds proposed to be issued by the City are to be issued as general obligation bonds secured by the full faith and credit of the City and by a specific pledge of the Pledged Revenues, pursuant to and for any of the purposes specified by the Act ("Parity General Obligation Bonds"), then the following specific condition must be met before the issuance of such Parity General Obligation Bonds: The Pledged Revenues generated by the Sales Tax for a 12-month period preceding the issuance of such Parity General Obligation Bonds shall be in an amount equal to at least 110% of the total combined average annual Debt Service Requirements for all ensuing years on (i) the Outstanding Parity Bonds, (ii) the Bonds, (iii) any Parity Bonds previously issued by the City pursuant to the Bond Ordinance and this Resolution, and (iv) the proposed Parity General Obligation Bonds; provided that, for the purposes of calculating the amount of such annual Pledged Revenues, that any period of twelve consecutive months out of the 18-month period next preceding the issuance of such Parity General Obligation Bonds may be used; and further provided that the amount of such Pledged Revenues shall be certified to by a Certificate executed by both the Mayor and the Director of Finance; provided, that if prior to the date of issuance of such Parity General Obligation Bonds there has been authorized and pledged to the payment of the Bonds additional revenues from the Sales Tax in excess of those authorized and pledged as of the commencement of such 18-month period, the Pledged Revenues may be increased for such period in an amount equal to 100% of the estimated increase in Pledged Revenues which would have been realized during such period had such increase been in effect during all of said 18-month period; or

(2) If the Parity Bonds proposed to be issued by the City are to be issued as revenue bonds secured by a specific pledge of the Pledged Revenues, pursuant to and for any of the purposes specified by K.S.A. 12-195(b), but not secured by the full faith and credit of the City ("Parity Revenue Bonds"), then the following specific condition must be met before the issuance of such Parity Revenue Bonds: The Pledged Revenues generated by the Sales Tax for a 12-month period preceding the issuance of such Parity Revenue Bonds shall be in an amount equal to at least 110% of the

total combined average annual Debt Service Requirements for all ensuing years on (i) the Outstanding Parity Bonds, (ii) the Bonds (iii) any Parity Bonds previously issued by the City pursuant to the Bond Ordinance and this Resolution, and (iv) the proposed Parity Revenue Bonds; provided that, for the purposes of calculating the amount of such annual Pledged Revenues, that any period of 12 consecutive months out of the 18-month period next preceding the issuance of such Parity Revenue Bonds may be used; and further provided that the amount of such Pledged Revenues shall be certified to by a Certificate executed by both the Mayor and the Director of Finance; provided, that if prior to the date of issuance of such Parity Revenue Bonds there has been authorized and pledged to the payment of the Bonds additional revenues from the Sales Tax in excess of those authorized and pledged as of the commencement of such 18-month period, the Pledged Revenues may be increased for such period in an amount equal to 100% of the estimated increase in Pledged Revenues which would have been realized during such period had such increase been in effect during all of said 18-month period.

Any Parity Bonds issued under the conditions set forth above and which are payable from the Pledged Revenues shall stand on a parity with the Outstanding Parity Bonds and the Bonds, and shall enjoy complete equality of the lien on and claim against the Pledged Revenues as the Outstanding Parity Bonds and the Bonds; and the City shall make equal provision for paying the Parity Bonds and the interest thereon out of the Pledged Revenues.

The City may issue additional bonds on a parity with and co-equal with the Outstanding Parity Bonds and the Bonds for the purpose of refunding outstanding Parity Bonds without meeting the requirement of subsection (E) above, if the issuance of such refunding bonds shall result in a reduction in the debt service requirements with respect to such refunded bonds.

Section 5.02 Subordinate Lien Bonds. Nothing contained in this Article prohibits or restricts the right of the City to issue revenue bonds payable from the Pledged Revenues for any of the purposes authorized by K.S.A. 12-195(b), and to provide that the principal of and the interest thereof shall be paid from the Pledged Revenues; provided that at the time such revenue bonds are issued, the City shall not be in default in the performance of any covenant or agreement contained in the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution; and provided further that any such revenue bonds shall be junior and subordinate to the Outstanding Parity Bonds and the Bonds, so that if at any time the City shall be in default in the payment of either the interest on or the principal of the Outstanding Parity Bonds and the Bonds, or if the City shall be in default in making any other payments required to be made by it under the provisions of the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution, it shall make no payments of either the principal of or the interest on the junior and subordinate revenue bonds until said default or defaults under the covenants, agreements and conditions contained in the Outstanding Bond Ordinances and the Bond Ordinance and this Resolution shall be cured and no longer existing on the part of the City. In the event of the issuance of any such junior and subordinate revenue bonds, the City, subject to the provisions

aforesaid, may make provision for the payment of the interest on and the principal of said junior and subordinate revenue bonds out of the Pledged Revenues.

ARTICLE VI

CREATION AND ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 6.01 Confirmation of Existing and Creation of Additional Funds and Accounts. The Governing Body hereby confirms the existence of the "Local Sales Tax Road, Highway and Bridge Revenue Fund" (the "Revenue Fund"), heretofore authorized and ordered to be created and established in the Treasury of the City, and covenants that such Revenue Fund shall continue to be maintained and exist separate and apart from all other funds of the City, and be governed by the Outstanding Bond Ordinances and by this Resolution until the full and final payment of the Bonds.

The Governing Body hereby directs that simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the additional following designated funds and accounts:

(A) Costs of Issuance Account for General Obligation Sales Tax Refunding Bonds, Series 2011B;

(B) Principal and Interest Account for General Obligation Sales Tax Refunding Bonds, Series 2011B, to be created within the City's Bond and Interest Fund; and

(C) Excess Earnings Account for General Obligation Sales Tax Refunding Bonds, Series 2011B.

The Governing Body hereby confirms the existence of certain other funds and accounts authorized and ordered to be created and established by the Outstanding Bond Ordinances for the payment and security of the Outstanding Parity Bonds in the Treasury of the City; and covenants that such funds and accounts shall continue to be maintained and exist separate and apart from all other funds of the City, and shall be governed by the Outstanding Bond Ordinances until the full and final payment of the Outstanding Parity Bonds.

Section 6.02 Administration of Funds and Accounts. The City shall maintain a practice of keeping separate and distinct funds and accounts herein referred to and as created by this Resolution for budget and accounting purposes; provided, however, such segregation of funds and accounts for such purpose shall have no effect upon the pledge and lien of the Bonds on the Pledged Revenues.

ARTICLE VII

DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS; GROSS REVENUES AND PLEDGED REVENUES

Section 7.01 Escrow Fund; Refunding. The Refunded Bonds are hereby authorized to be redeemed on October 1, 2013. An Escrow Fund shall be established pursuant to the Escrow Agreement and shall be used solely to pay the principal of, premium, if any on the Refunded Bonds at their redemption date of October 1, 2013, and to pay interest on the Bonds through the date of redemption of the Refunded Bonds. Any moneys remaining in the Escrow Fund after the Refunded Bonds have been redeemed shall be transferred to the City and deposited into the Principal and Interest Account for the Bonds.

Section 7.02 Collection, Segregation and Disposition of Gross Revenues and Pledged Revenues. The City hereby covenants that immediately upon the issuance of the Bonds, and continuing so long as any of the Bonds remain Outstanding and unpaid, all of the Gross Revenues, promptly upon the receipt thereof by the City, and as frequently as received, shall be paid to and deposited as follows: (i) 50% of such Gross Revenues shall be deposited into the City's General Fund, and (ii) 50% of the Gross Revenues shall be deposited into the Revenue Fund ratified by this Resolution.

The City hereby further covenants that the Pledged Revenues deposited in the Revenue Fund as aforesaid shall be disbursed on the first day of each month (commencing the first day of the month following the issuance of the Bonds) as follows: (i) the amounts required by the Outstanding Bond Ordinances shall be transferred to the Outstanding Bond Principal and Interest Accounts; plus, (ii) an amount equal to the pro rata portion of the amount of interest which will become due on the Bonds on the next succeeding Interest Payment Date, plus an amount equal to the pro rata portion of the amount of principal that will become due on the Bonds on the next succeeding Principal Payment Date shall be transferred to and deposited in the Principal and Interest Account created by this Resolution for the payment of the Bonds, to the end that at all times 30 days prior to any Interest Payment Date and to any Principal Payment Date, or to any date of redemption, if applicable, there shall be sufficient moneys in the Principal and Interest Account to transmit the amount of maturing interest and principal on the Bonds to the Paying Agent for payment to the Owners when due; and (iii) the balance of the Pledged Revenues in the Revenue Fund, if any, shall be transferred to and deposited in the City's "Local Sales Tax Capital Improvement Construction Fund" for payment of the costs of other local road, highway and bridge projects, or otherwise as shall be determined by the Governing Body of the City.

In determining the respective monthly amounts to be so transferred to the Principal and Interest Account, moneys on hand in the Principal and Interest Account from accrued interest, investment income or other sources shall be taken into consideration and the amount of the monthly transfers thereto shall be reduced accordingly; provided, however, that when the Series 2003A Bonds, the Series 2007 Bonds and the Series 2009A Bonds are no longer Outstanding, moneys held in escrow and pledged to the payment of either the principal of or interest on the Bonds shall also be taken into consideration and the amount of the monthly transfers to the Principal and Interest Account shall be reduced accordingly.

Section 7.03 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of **Section 3.11** of this Resolution, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the preceding Section or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 7.04 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable; together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 7.05 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all of the Bonds shall be transferred and paid into the General Fund of the City or otherwise at the direction of the Governing Body of the City.

Section 7.06 Costs of Issuance Account. Moneys in the Costs of Issuance shall be used solely for the purpose of paying the Costs of Issuance. All moneys remaining in the Costs of Issuance Account after the earlier of payment of all Costs of Issuance or April 1, 2012, shall be transferred to the Principal and Interest Account.

ARTICLE VIII

DEPOSITS AND INVESTMENT OF MONEYS

Section 8.01 Deposits. Cash moneys in each of the Funds and Accounts created and established by this Resolution shall be deposited in accordance with the laws of the State.

Section 8.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be

invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is less. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 8.03 Deposits into and Application of Moneys in the Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters. Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in an "Certificate as to Arbitrage and Related Tax Matters," dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and

responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE IX

PARTICULAR COVENANTS OF THE CITY

Section 9.01 Covenants of the City. The City hereby covenants with each and all of the Owners of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will faithfully perform at all times any and all covenants, agreements, undertakings and provisions contained in this Resolution and in the Bonds.

Section 9.02 Financial Records and Reports; Annual Audit and Budget. So long as any of the Bonds remain Outstanding, the City will maintain proper books, records and accounts (entirely separate from all other books, records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Sales Tax. Such books, records and accounts shall show the Gross Revenues received from the Sales Tax, and the application of the Pledged Revenues and all financial transactions in connection therewith. Said books shall be kept according to standard accounting practices as applicable to municipalities.

Quarterly comparative reports shall be made to the Governing Body relative to the Pledged Revenues; and the City will annually, at the end of each Fiscal Year, cause an audit of the transactions related to the Gross Revenues to be made by a qualified accountant experienced in the field of municipal accounting. Said annual audit shall include:

(A) A classified statement as to the Gross Revenues received during the Fiscal Year;

(B) A balance sheet as of the end of each Fiscal Year showing the amount on hand at the end of such year in each of the Funds created by the Outstanding Bond Ordinances and by this Resolution and in each of the funds or accounts created by any ordinance authorizing the issuance of any Parity Bonds under the provisions of the Bond Ordinance and this Resolution;

(C) An income statement showing excess or deficiency of Pledged Revenues over Debt Service Requirements for such Fiscal Year;

(D) A statement listing all Bonds issued under the provisions of the Bond Ordinance and this Resolution which have matured, been called, purchased, or paid during the preceding Fiscal Year, and of all interest paid during the preceding Fiscal Year on such Bonds; and

(E) The opinion of the auditor as to whether or not the requirements of the Outstanding Bond Ordinances, the Bond Ordinance and this Resolution and of any ordinance or resolution authorizing any Parity Bonds are being met by the Pledged Revenues.

The annual audit shall be completed as soon as practicable after the end of each Fiscal Year and a copy shall be filed in the office of the City Clerk where it shall be open to public inspection.

Prior to the commencement of each Fiscal Year, there shall be prepared and filed in the office of the City Clerk a budget setting forth the estimated receipts and expenditures from the Pledged Revenues for the next succeeding Fiscal Year. Said annual budget shall contain:

(A) An estimate of the anticipated Pledged Revenues from the Sales Tax during the next ensuing Fiscal Year;

(B) A statement as to the amount of interest that will accrue during the next Fiscal Year on all Outstanding Bonds issued under the provisions of the Bond Ordinance and this Resolution;

(C) A statement as to the principal amount of such Outstanding Bonds which will become due by their terms during the next Fiscal Year;

(D) A statement as to the total estimated expenditures to be made from the Pledged Revenues during the next Fiscal Year; and

(E) A statement as to the amounts to be deposited from the Pledged Revenues during the next Fiscal Year into any Fund and Account created by the Outstanding Bond Ordinances and by this Resolution and into each of the funds or accounts created by any ordinance authorizing any Parity Bonds under the provisions of the Bond Ordinance and this Resolution.

Notwithstanding the foregoing, when the Series 2003B Bonds are no longer Outstanding, the preceding provisions of this **Section 9.02** shall be deleted and replaced by the following provisions:

As long as any of the Bonds remain Outstanding, the City will maintain proper books, records and accounts in which complete and correct entries will be made of all transactions relating to the funds and accounts established or ratified by this Resolution. Said books shall be kept according to standard accounting practices as applicable to municipalities.

Section 9.03 Inspection by Owners. Any Owner shall have the right at all reasonable times to inspect the books, records, accounts and data relating to the Sales Tax and the Pledged Revenues therefrom, and shall be furnished by the City with all information concerning the Sales Tax and the Pledged Revenues therefrom which an Owner may reasonably request.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Ordinance Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

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

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

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

Section 10.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Bond Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by him, or to reduce to judgment his claim against the City for payment of the principal and interest on the Bonds without reference to or consent of any other Owner.

Section 10.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be

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

ARTICLE XI

AMENDMENTS

Section 11.01 Amendments. The City may, without the consent of or notice to, the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iii) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable federal law, or (iv) to conform the Resolution to the Code or any future applicable federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than 75% in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of 100% of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

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

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

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

Section 11.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified and published, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

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

ARTICLE XII

DEFEASANCE

Section 12.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance or this Resolution shall cease and determine with respect to that so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State and having full trust powers, at or prior to the maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such

Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

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

Section 13.02 Severability. In case any one or more of the provisions of the Bond Ordinance or this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the

Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 13.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof; and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

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

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

Section 13.04 Governing Law. This Resolution and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 13.05 Effective Date. This Resolution shall be in force and take effect from and after its passage and approval by the Governing Body of the City; provided, however, all references to the Series 2011A Bonds shall only become effective upon the issuance and delivery of the Series 2011A Bonds by the City.

(The Remainder of This Page Was Intentionally Left Blank)

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on September 20, 2011.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

4848-9670-6826.2

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 2011B BONDS

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

"Bond Ordinance" shall mean Ordinance No. _____ of the City, passed by the Governing Body on September 20, 2011, and authorizing and providing for the issuance of the Bonds.

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

Maturity Schedule. All of the Bonds shall be become due or be subject to mandatory redemption on the dates and shall bear interest as the rates per annum as follows:

Maturity or Mandatory Redemption Date	**Interest Rate**
October 1, 2014	%
October 1, 2015	
October 1, 2016	
October 1, 2017	
October 1, 2018	

EXHIBIT B

FINAL SIZING TERMS OF THE SERIES 2011B BONDS

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

"Costs of Issuance Deposit" means $_____.

"Purchase Price" for the Bonds shall be the par value of the Bonds, *i.e.*, the principal amount of $_____, plus a premium of $_____, plus accrued interest to the date of delivery.

["Term Bonds" shall mean the Bonds maturing in the year _____.[shall mean the _____ Term Bonds and the ____ Term Bonds].

"____ Term Bonds" shall mean the Bonds maturing in the year ____.

"____ Term Bonds" shall mean the Bonds maturing in the year ____.]

Maturity Schedule. All of the Bonds shall be become due in the amounts and on the dates set forth below:

Maturity Date	**Maturing Principal**
October 1, 2014	$,000
October 1, 2015	,000
October 1, 2016	,000
October 1, 2017	,000
October 1, 2018	,000

[TERM BONDS

Maturity October 1	**Principal Amount**	**Interest Rate**	**Maturity October 1**	**Principal Amount**	**Interest Rate**
20__	$	%	20__	$	%

Mandatory Redemption. Each of the _____ Term Bonds shall also be subject to mandatory redemption and payment on October 1, _____, or on any October 1 thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the _____ Term Bonds in each of the following years:

Principal Amount	Year
*	

*Final maturity.]

Approved by:

_____
Title: _____
City of Wichita, Kansas

City of Wichita
City Council Meeting
September 20, 2011

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 6
AECOM Program and Construction Management Services
Air Capital Terminal 3 (ACT 3) Program

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Defer approval of this item until October 4, 2011.

Background: A contract with AECOM to provide Program and Construction Management Services for the Air Capital Terminal 3 (ACT 3) Program and related projects was approved by the Wichita Airport Authority (WAA) on June 7, 2005. Supplemental Agreement #6 was presented to the WAA for approval at the September 13, 2011 meeting, however, the WAA voted to defer approval for one week.

Analysis: The original contract period ran for 60 months (from July 11, 2005, through July 11, 2010). The contract was extended in Supplemental Agreement No. 3 during the program's financial review, and it was further extended by the WAA in Supplemental Agreement No. 5 on March 1, 2011, to run on a month-to-month basis until a decision was made to move forward with the new terminal project. The WAA voted to proceed with the program on June 21, 2011, and established the budgets for the new terminal ($160 million) and for the parking/rental car facilities ($40 million) projects.

The purpose of this Supplemental Agreement is to extend AECOM's Program Management services until the completion and close-out of the projects, and to provide full Construction Management (CM) services. The program is extremely complex, with a multitude of separate construction elements occurring simultaneously with multiple contractors on-site that will require intense supervision, scheduling, and oversight to manage numerous diverse factors of the projects. In addition, during the CM phase, AECOM will provide technical inspection and materials testing services, will review all change orders and schedules proposed by the contractors, and manage the change review processes. AECOM will be providing coordination of numerous tenant improvements, such as airlines, food and beverage and retail concessionaires, government agencies, and rental car and other commercial ground transportation operators.

A number of program elements have not yet been designed, such as parking and rental car facilities, and tenant improvements, as well as sophisticated equipment for telecommunications, electronic signage, and airline passenger processing systems. AECOM will oversee the procurement, negotiations, and implementation of the necessary design contracts and task orders. It will also provide design management in order to ensure proper stakeholder involvement, schedule compliance, scope control, and budget adherence. AECOM will be responsible for the coordination of numerous contractors and will ensure that construction activities do not interfere with day-to-day Airport and airline operations and passenger movements through the facilities.

This Supplemental Agreement will be in effect until January 31, 2015, which is near the anticipated completion and opening date of the new terminal in late 2014.

Financial Considerations: Based upon the specific tasks to be performed under the Scope of Services, the not-to-exceed cost for this Supplemental Agreement is $11,533,856. Of that total, it is broken down as follows between the two major program elements:

ACT 3 Terminal and Related CIP Projects

	Fees
Program Management	$3,398,540
Construction Management Services	$5,276,702
Total	**$8,675,242**

Parking, Rental Car Facilities and Related CIP Projects

	Fees
Program Management	$904,279
Construction Management Services	$1,954,335
Total	**$2,858,614**

Total ACT 3 Program, Parking Garage & Related CIP Projects

	Fees	As a Percent of Construction
Extension of Program Management	$4,302,819	2.6%
Construction Management Services	$7,231,037	4.4%
Supplemental Agreement No. 6 - Total	**$11,533,856**	**7.0%**

The above fees were anticipated when the program financial capacity study was conducted in 2006. Thus, this amount is included in the current budget for the Air Capital Terminal 3 Project and the Parking & Rental Car Facilities Project. The percentage fees are well within a range to be expected for public transportation projects in the Midwest, according to Construction Management Association of America surveys, where the median fee is 6.9 percent for solely Construction Management Services.

These fees are calculated and presented in a Federal Aviation Administration-approved cost-plus-fixed-fee format so as to preserve the ability to obtain federal grant funding. The AECOM contract history is summarized below:

	Amount	Description	Date
Contract	$4,552,857	Program Manager Contract	5/31/2005
SA#1	21,521	Terminal Security Cameras Const. Phase Services	2/9/2010
SA#2	445,094	Contract Amendments	3/9/2010
SA#3	574,668	Services Extension	7/20/2010
SA#4	110,008	Construction Management for CCTV Upgrade	1/25/2011
SA#5	567,906	Services Extension	3/1/2011
SA#6	11,533,856	Services Extension & Construction Management for Terminal and Parking/Rental Car Facilities	9/13/2011
	$17,805,910	Total Fee	

This Supplemental Agreement includes an estimated use of Disadvantaged Business Enterprise (DBE) subcontractors by AECOM in the amount of approximately 20 percent of the fee.

Goal Impact: The construction of the proposed new airline passenger terminal and related projects contributes to the Economic Vitality of Wichita.

Legal Considerations: The Law Department has reviewed this Supplemental Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority defer approval of Supplemental Agreement No. 6 with AECOM until October 4, 2011, to permit staff more time to review the questions asked by the Authority at the September 13, 2011 meeting.

Attachments: Supplemental Agreement No. 6.

Supplemental Agreement #6

To The

Agreement for Professional Services Dated June 7, 2005

Between

Wichita Airport Authority, Wichita, Kansas

Party of the First Part, Hereinafter Called The

"Owner"

And

AECOM

Party of the Second Part, Hereinafter Called The

"Program Manager"

WITNESSETH:

Whereas, there now exists a Contract dated June 7, 2005, and Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010, Supplemental Agreement #3 dated July 20, 2010, Supplemental Agreement #4 dated January 25, 2011, and Supplemental Agreement #5 dated March 1, 2011 between the two parties covering Program Management services to be provided by the Program Manager at Wichita Mid-Continent Airport.

Whereas, the Contract is currently on a month-to-month basis, and it is the desire of both parties that the Contract be extended as noted below.

Now Therefore, the parties hereto mutually agree as follows:

The Program Management Contract will be amended with this Supplemental Agreement to include the following services:

1. ARTICLE VII – PAYMENT PROVISIONS: Revise paragraph B as follows:

   B. "The Term of the Agreement shall commence on the date of the Notice to Proceed issued to the CONSULTANT, and shall terminate on January 31, 2015, unless extended or terminated in accordance with the provisions hereof."

   Payment to the Program Manager for the performance of the above listed services required by this agreement shall be made on the basis of the actual costs and expenses plus a fixed fee amount in accordance with the Contract, based on revised Exhibit B – Cost Estimate for Supplemental Agreement #6. The total compensation of the extension of Program Management Services and Construction Management Services shall be not-to-exceed $11,533,856 ($10,456,980 for cost plus a fixed fee in the amount of $1,076,876).

2. SCOPE OF SERVICES

I. Extension of Consulting Services as defined in the Original Scope of Work, and Basic Services as revised within the attached Exhibit A for Supplemental Agreement #6.

3. Provisions of the Original Contract

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Program Manager have executed this Supplemental Agreement as of this 13th day of September, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS

By:_____
Karen Sublett, City Clerk

By:_____
Carl Brewer, President
"OWNER"

By:
_____
Victor D. White, Director of Airports

CONSULTANT ATTEST:

Name: AECOM

Address: 2202 N. West Shore Boulevard, Suite 455
Tampa, FL 33607

By:_____

By:_____

"CONSULTANT"

Title:_____

Title:_____

APPROVED AS TO FORM:

City Attorney: _____ Date: _____

Attachments:

Exhibit A: Scope of Services

Exhibit B: Cost Estimate

Revised Exhibit A for Supplemental Agreement #6

Air Capital Terminal 3 (ACT 3) Redevelopment Program
Wichita Mid-Continent Airport
Wichita Airport Authority

Project No.: 60049856

ACT 3 Construction Management Services for Terminal-Related, Parking and Rental Car Facilities Projects

Supplemental Agreement No. 6

SCOPE OF SERVICES

Basic Services

1.0 Preconstruction and Design Phase Services

Add to paragraph 1.2:

The CONSULTANT shall provide all Pre-Construction and Design Phase Management services as described in the Agreement for the Air Capital Terminal 3 (ACT 3) Program, to include all terminal-related, parking and rental car facilities as directed by the OWNER.

2.0 Financial Planning Services

Add to this section:

2.8 Execution of the Financial Capacity, Airline Agreement, Terminal Concessions, and Rental Car Agreement tasks as previously identified and implemented pursuant to a detailed Statement of Services as agreed upon between the OWNER and the CONSULTANT including presentations as required.

2.9 Other Financial and Business Planning and Legal Liaison

Given the multi-year timeframe and nature of this contract, the OWNER is likely to require assistance with financial and business planning matters and legal liaison assistance that cannot currently be anticipated. As requested and as directed by the OWNER, CONSULTANT will also provide other assistance and advice to the OWNER on matters related to financing the Terminal-related, parking and rental car projects, and the business matters related to airline, rental car or concessionaire issues or agreements, and the Airport's Capital Improvement Program, as well as the overall finances of the OWNER, on an as-needed basis. A detailed scope and budget will be prepared for any services requested by the OWNER pursuant to this Task.

4.0 Services During Construction

Delete the entire section and replace with the following:

4.0 Construction Management Services

The CONSULTANT will provide the resident project staff and subconsultants required to perform the tasks outlined in the following scope of work for those projects and packages listed in Section 1 of this Scope of Work.

4.1 CONSULTANT will plan, facilitate and coordinate a one day partnering session for the Terminal Building (Package 12) project.

4.2 In conjunction with the OWNER and Designer, the CONSULTANT will facilitate all pre-construction conferences.

4.3 The CONSULTANT shall oversee the work of the Designers in the plan review and construction permitting process as necessary for timely permitting, including managing the expediting process. The consultant will maintain duplicate copies of all permits, insurance certificates, bonds, labor affidavits, and other government agency documents as appropriate.

4.4 The CONSULTANT will provide construction contract administration and will, in accordance with OWNER's policies and for the appropriate projects, comply with the FAA Central Region Supplemental Guidance, dedicate on-site personnel to establish and implement administrative coordination and communication procedures among the CONSULTANT, the OWNER, the Designer, Contractors, and other appropriate parties.

4.5 The CONSULTANT will establish and implement procedures and record management for submittals, material samples, change orders, payment requests, requests for information and other procedures and maintain all daily job reports, logs, files, and other necessary documentation.

4.6 The CONSULTANT will review schedules submitted by the Contractor(s) for compliance with the proper level of activity, the order, sequence and interdependence of all significant work items including construction procurement, fabrication, testing, startup and inspection, and delivery of critical or special materials and equipment, and submittals and approvals of critical samples, shop drawings, procedures or other documents that could have a schedule impact.

4.7 The CONSULTANT will report to the OWNER in writing, on a monthly basis, a status of the Program progress. The report will include the CONSULTANT's review of the Designer's, other CONSULTANT's and Contractors' progress payments, a status report on all open Change Orders, and an evaluation of the Project Master Schedule. Such evaluation will include a revised copy of the Summary Master Schedule reflecting the current progress, approved revisions and progress photos obtained from the field.

4.8 The CONSULTANT will analyze construction phasing for operational considerations and potential acceleration.

4.9 The CONSULTANT will provide site phasing and logistics coordination with OWNER's management team to facilitate its on-going terminal and flight operations.

4.10 The CONSULTANT will perform construction cost estimates in the manner consistent with FAA Central Region Supplemental Guidance requirements for independent construction estimates. This includes independent construction cost estimates that must be prepared prior to receiving bids for construction contracts as well as performing the appropriate Sponsor cost analyses and evaluation of pricing for construction changes during the course of the Work.

4.11 The CONSULTANT will remain apprised of all airport activity that may have an impact on construction activities and coordinate those activities accordingly. The CONSULTANT will also dedicate on-site personnel to coordinate with the proper stakeholders those construction activities that may impact operational activities.

4.12 The CONSULTANT will maintain a cost management system compatible with the overall program level system that will track, manage and forecast project level cost commitments, changes and forecasts.

4.13 As the OWNER's representative at the construction site, the CONSULTANT will be the party through which change orders, pay requests, requests for information and other correspondence and information will be processed and will be communicated from the Contractor to the OWNER, the Designer, or both, and from the OWNER, the Designer or both to the Contractor.

4.14 The CONSULTANT will review the Designer's, other Consultants' and Contractors' payment requests for accuracy and determine whether the amount requested reflects the progress of the work. The CONSULTANT will then make a recommendation to the OWNER.

4.15 The CONSULTANT will establish and implement a Change Order control system. The consultant will make recommendations to the OWNER and Change Control Board concerning additional costs or credits, time extensions and will verify that work and time adjustments, if any, require by approved change orders, have been incorporated into the Contractor's Construction Schedule.

4.16 The CONSULTANT will review and evaluate all potential contract changes, determine constructability and impacts to cost and schedule and merit if submitted by the Contractor. The CONSULTANT will prepare the necessary documents to initiate changes to the Work either to the Contractor or Designer. The CONSULTANT will prepare and organize negotiations with the Contractor(s) and/or Designer as needed to best represent a fair and equitable Change Order or Supplemental Agreement.

4.17 The CONSULTANT will coordinate the design of tenant improvements, including airline, food and beverage facilities, retail shops, rental car facilities and ground transportation areas, with the design of appropriate projects included in the program. Review design documents prepared by tenants for compliance with design standards adopted for the program as well as interface issues. Develop a strategy for coordination and scheduling of tenant construction with Program construction. Schedule and conduct coordination meetings.

4.18 The CONSULTANT will review and monitor the Contractor's quality control plan and controls throughout the duration of the Contract and for each element of the construction for compliance with the Contract Documents.

4.19 The CONSULTANT will conduct construction site meetings with the Contractors, and conduct overall coordination meetings with all of the Contractors, and, as appropriate, with the OWNER and the Designer, and will record, transcribe and

distribute minutes to all attendees, stakeholder and all other appropriate parties. The meetings will be the forum for discussing progress in the areas of safety, quality, scope changes, administrative issues and schedule.

4.20 The CONSULTANT will provide resident engineering services, as needed, to coordinate and document the progress and quality of the Work and its conformance to the Contract Documents, quantity and type of work force the contractor(s) have on site, inventory of equipment on site and its utilization and other quantifiable factors to be made a part of the project record. All staff will be required to meet the requirements to obtain a security badge.

4.21 Resident Engineers will have the necessary minimum qualifications and will follow all guidance required by the FAA Central Region Supplemental Guidance Section 1000 (Construction Development Projects) for the Terminal Building project (Package 12).

4.22 The CONSULTANT will provide technical inspection and testing. The CONSULTANT will dedicate on-site personnel to ensure technical inspection reports are in a format approved by the OWNER and received by the CONSULTANT in a timely manner.

4.23 The CONSULTANT will engage the services of an accredited materials testing laboratory to provide quality assurance testing as required by the contract documents and industry standards.

4.24 The CONSULTANT will provide the necessary Special Inspections as required by the relevant designer of record and the Building Official having jurisdictional authority.

4.25 The CONSULTANT will provide facility commissioning oversight and develop a transition plan assessment for coordinating, scheduling, and implementing the transition of all operational functions and entities from the existing terminal to the new terminal.

4.26 The CONSULTANT will, in conjunction with the Designer, make recommendations for corrective action on nonconforming work. The CONSULTANT will dedicate on-site personnel to make recommendations to the OWNER and the Designer in instances where CONSULTANT observes work that, in the CONSULTANT's opinion should be rejected.

4.27 The CONSULTANT will, in conjunction with the Designer, coordinate the preparation of lists of incomplete or defective work ("Punch Lists") by the Contractors prior to Substantial Completion. When incomplete work or defective work has been remedied, the CONSULTANT will issue, upon the OWNER's concurrence, a Certificate of Substantial Completion.

4.28 The CONSULTANT will, at the conclusion of corrective action of all Punch List items, make a final inspection of the facilities in conjunction with the Designer, prepare a report of the final inspection for the OWNER and will make recommendations to and assist the OWNER in establishing the Final Acceptance of the Work.

4.29 The CONSULTANT will provide risk and claims management and will implement, coordinate and chair dispute resolution issues.

4.30 The CONSULTANT will review the contents of any claim submitted by any Contractor or the Designer, assemble information concerning the claim, review the impact of the alleged cause, and make recommendations to the OWNER with respect to the claim in a timely manner. The CONSULTANT will further negotiate the claim on behalf of OWNER pursuant to the OWNER's instructions. The CONSULTANT will make a final recommendation to the OWNER concerning settlement or other appropriate action. Detailed claims analysis, including detailed time impact analyses, trial assistance or depositions/testimony will be provided as an Additional Service.

4.31 The CONSULTANT will coordinate and expedite the transmittal of record documents from the Designer to the OWNER. Upon receipt of the said documents, the CONSULTANT will perform a spot check to generally assure that the documents are complete and accurate.

4.32 The CONSULTANT will coordinate and enforce redlining requirements of the contractor(s) in order to maintain as-built record documents in a manner determined by the project team and acceptable to the OWNER.

4.33 The CONSULTANT will expedite and facilitate the attainment of the Occupancy Permits as they relate to the various projects under the Program.

4.34 The CONSULTANT will provide project closeout documents and reports in accordance with the requirements of the FAA, TSA and OWNER.

Add the following section:

6.0 Additional Services

The following items of work are additional services the OWNER may wish to include under the scope of this agreement. Upon notification from the OWNER, the CONSULTANT shall provide a cost estimate to provide these services in accordance with this Agreement.

6.1 The CONSULTANT shall provide independent fee estimates in the manner consistent with FAA Central Region Supplemental Guidance requirements for independent fee estimates.

6.2 The CONSULTANT shall provide Commissioning Services for the Terminal and/or Parking Facilities Projects or any other project so designated by the OWNER.

6.3 The CONSULTANT will plan, facilitate and coordinate a one day partnering session for the Parking and Rental Car Facilities (Package 10) project.

- END OF EXHIBIT A -

EXHIBIT "B"

Air Capital Terminal 3 Redevelopment

Wichita Mid-Continent Airport

Wichita Airports Authority

AECOM

Supplemental Agreement No. 6 - Terminal & Systems Related Projects Summary

1 **Direct Salary Cost**

	Title	Start	Finish	Hours	Rate/Hour	Total Cost ($)
1.1	Principal	Aug-11	Aug-14	1,010	$88.00	88,880
1.2	Program Manager	Aug-11	Sep-11	234	$76.17	17,824
1.3	Program/ Construction Manager	Aug-11	Aug-14	4,300	$68.00	292,400
1.4	Deputy Program Manager	Aug-11	Aug-14	4,300	$30.00	129,000
1.5	Design Manager	Aug-11	Dec-12	506	$43.00	21,758
1.6	Constructability Manager	Aug-11	Dec-12	556	$43.00	23,908
1.7	PM Admin. Support	Sep-11	Aug-14	4,230	$18.00	76,140
1.8	Executive Assistant	Oct-11	Aug-14	3,815	$23.00	87,745
1.9	Project Controls Manager	Sep-11	Aug-14	4,233	$53.00	224,349
1.11	Deputy ProjectControls Manager	Jul-12	Aug-14	2,890	$40.00	115,600
1.12	Cost Control Engineer	Jan-12	Jul-14	3,420	$28.00	Sub
1.13	Systems Support	Jan-12	Jul-14	800	$32.00	25,600
1.14	Document Control Manager	Dec-11	Aug-14	3,747	$30.00	Sub
1.15	Technology PM Support	Jan-12	Jul-14	312	$75.00	23,400
1.16	Construction Logistics	Aug-11	Feb-12	340	$64.00	21,760
1.17	PM Systems Manager	Aug-11	Feb-12	205	$85.00	17,425
1.18	Systems Support	Aug-11	Feb-12	265	$43.00	11,395
1.19	Scheduling Manager	Aug-11	Feb-12	145	$74.00	10,730
1.20	Design Manager	Aug-11	Feb-12	80	$50.00	4,000
1.21	Resident Engineer - Terminal	Nov-11	Aug-14	5,416	$52.00	281,632
1.22	Office Engineer - Terminal	Aug-11	Aug-14	5,900	$30.00	177,000
1.23	Contract Administrator - Terminal	Jan-12	Aug-14	5,167	$25.00	Sub
1.24	Lead QA Inspector	Jan-12	Aug-14	5,150	$30.00	154,500
1.25	Clerical Terminal	Jan-12	Aug-14	5,150	$14.00	72,100
1.26	BHS Inspector	Mar-12	Apr-14	360	$36.00	Sub
1.27	Electrical QA Inspector	Mar-12	Aug-14	4,750	$28.00	133,000
1.28	Mech./Plumb./FP QA Inspectors	Feb-12	Aug-14	6,350	$28.00	177,800
1.29	Structural Inspector/ Spec. Insp.	Oct-12	Sep-13	3,000	$45.00	Sub
1.30	Systems Inspector	Apr-13	Feb-15	3,000	$40.00	120,000
1.31	Senior Lead Inspector	Jan-12	Feb-12	48	$38.00	1,824
			Total	79,679		2,309,770
					Salary escalation at 3% annually	$71,393
					Total Direct Salary Cost	**$2,381,162**

2 **Labor and General & Administrative Costs**

	Field	Office	
Percentage of Direct Salary Costs	122.63%	157.97%	**$2,947,343**

3 **Direct Nonsalary Expenses**

Living & Traveling Expenses	
Air Travel	36,125
Local Transportation (Allowance)	10,625
Per Diem	30,069
Communication Expenses	
Office Communication	12,000
Mobile Communications	10,200
Direct Services & Equipment	
Legal & Accounting	N/A
Office Trailers (Maintenance)	46,375
Office Furniture Rental/Purchase	30,100
Office Supplies (Allowance)	15,000
Computer Rentals & Software	23,800
Plotter & Supplies	12,240
Special Consulting	
PE Review-Special Insp.	12,000
Tenant Design Review	6,000
Claims Consulting (Allowance)	25,000
Outside Design Review (Allowance)	
Testing & Laboratory Charges (Allowance)	150,000
Printing& binding	10,000
Job Vehicles(3)	111,600
Similar costs not G&A	N/A
Direct Supplies, Mat'ls & Expenses (Allowance)	13,500
Reprographics	7,500
Personnel Recruitment	
Advertising	5,000
Relocation (Allowance)	25,000
Others	N/A
	592,134
Total Direct Nonsalary Expenses	**$592,134**

8/24/2011

Air Capital Terminal 3 Redevelopment
Wichita Mid-Continent Airport
Wichita Airports Authority

AECOM

Supplemental Agreement No. 6 - Terminal & Systems Related Projects Summary

4	**Subtotal of Items 1, 2, and 3**		Subtotal Item 4	**$5,920,639**
5	**Fixed Payment 15% of Item 4**		Subtotal Item 5	**$888,096**
6	**Subcontract Cost**			
	Civil Technology, Inc.	1,033,014		
	LeighFisher	342,493		
	Mauler Engineering, LLC	378,000		
	Transition Plan Implementation	63,000		
	US Cost	50,000		
			Subtotal Item 6	**1,866,507**
7	**Total Cost, Items 4, 5, 6**			**$8,675,242**

Air Capital Terminal 3 Redevelopment

Wichita Mid-Continent Airport
Wichita Airports Authority

AECOM

Supplemental Agreement No. 6 - Parking & Rental Car Facilities Summary

1. **Direct Salary Cost**

	Title	*Start*	*Finish*	*Hours*	*Rate/Hour*	*Total Cost ($)*
1.1	Principal (Sub)	Jan-12	Jun-14	348	$55.00	Sub
1.2	Program/ Construction Manager	Jan-12	Jun-14	1,600	$68.00	108,800
1.3	Deputy Program Manager	Jan-12	Jun-14	1,600	$30.00	48,000
1.4	Design Manager	Jan-12	Jun-14	720	$43.00	30,960
1.5	Constructability Manager	Jan-12	Jun-14	720	$43.00	30,960
1.6	PM Admin. Support	Jan-12	Jun-14	1,600	$18.00	28,800
1.7	Executive Assistant	Jan-12	Jun-14	1,600	$23.00	36,800
1.8	Project Controls Manager	Jan-12	Jun-14	1,600	$53.00	84,800
1.9	Deputy Project Controls Manager	Jan-12	Jun-14	1,280	$40.00	51,200
1.11	Cost Control Engineer	Jan-12	Jun-14	1,600	$28.00	Sub
1.12	Systems Support	Jan-12	Jun-14	200	$32.00	6,400
1.13	Document Control Manager	Jan-12	Jun-14	1,600	$30.00	Sub
1.14	Structural Review	Jan-12	Mar-12	120	$60.00	Sub
1.15	Resident Engineer - Garage	Jan-13	Sep-14	3,500	$45.00	Sub
1.16	Project Engineer - Garage	Jan-13	Jun-14	3,000	$30.00	Sub
1.17	Clerical Garage	Jan-13	Sep-14	3,500	$16.00	Sub
1.18	Lead QA Inspector Garage	Jan-13	Jun-14	3,000	$30.00	90,000
				27,588		$516,720
				Salary escalation at 3% annually		$15,734
				Total Direct Salary Cost		$532,454

2. **Labor and General & Administrative Costs**

	Field	*Office*	
Percentage of Direct Salary Costs	121.81%	161.00%	$648,582

3. **Direct Nonsalary Expenses**

Living & Traveling Expenses	
Air Travel	Sub
Local Transportation (Allowance)	Sub
Per Diem	Sub
Communication Expenses	
Office Communication	3,000
Mobile Communications	2,500
Direct Services & Equipment	
Legal & Accounting	N/A
Office Trailers	N/A
Office Furniture Rental/Purchase	N/A
Office Supplies (Allowance)	3,000
Computer Rentals & Software	2,500
Plotter & Supplies	1,500
Special Consulting	N/A
PE Review-Special Insp.	5,000
Testing & Laboratory Charges	50,000
Printing& binding	5,000
Job Vehicles	N/A
Similar costs not G&A	N/A
Direct Supplies, Mat'ls & Expenses (Allowance)	3,000
Reprographics	2,000
Personnel Recruitment	
Advertising	Sub
Relocation (Allowance)	Sub
Others	
	77,500
Total Direct Nonsalary Expenses	$77,500

Air Capital Terminal 3 Redevelopment

Wichita Mid-Continent Airport
Wichita Airports Authority

Supplemental Agreement No. 6 - Parking & Rental Car Facilities Summary

AECOM

4.	**Subtotal of Items 1, 2, and 3**			
			Subtotal Item 4	$1,258,536
5.	**Fixed Payment 15% of Item 4**			
			Subtotal Item 5	$188,780
6.	**Subcontract Cost**			
	Civil Technology, Inc.	$ 1,243,760		
	LeighFisher	$ 141,558		
	Mauler Engineering (Allowance)	$ 20,979		
	US Cost (Allowance)	$ 5,000		
			Subtotal Item 6	$ 1,411,297
7.0	**Total Cost, Items 4, 5, 6**			$2,858,614

Agenda Item No. II-4a

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Events – KS 150 Festival Sunflower Parade (District I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter John D'Angleo, Manager of Arts & Cultural Services, City of Wichita is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

KS 150 Festival Sunflower Parade October 8, 2011 10:00 am – 12:30 pm

- Murdock Street, Waco Street to Main Street
- Main Street, Eleventh Street to Douglas Avenue
- Douglas Avenue, Main Street to McLean Boulevard

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.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; and (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Old Town 20th Birthday Bash (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Ann Keefer, Wichita Downtown Development Corporation is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Old Town 20th Birthday Bash September 23-24, 2011 6:30 pm – 12:00 am

- Mead Street, Second Street North to Third Street North
- Moore Street, Mead Street to Second 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.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

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

Agenda Item No. II-4c

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Sugarland) (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, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Sugarland October 18, 2011 7:00 am – October 19, 2011 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

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

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

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4d

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Greater Pentecostal Family & Friends Day (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Pastor Herman Hicks, Greater Pentecostal COGIC is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Greater Pentecostal Family & Friends Day September 25, 2011 8:00 am – 8:00 pm

- Murdock Street, Cleveland Street to Mathewson Avenue

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.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; and (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

Agenda Item No. II-4e

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Veterans Day Parade (District I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Mike George, USD 259 is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Veterans Day Parade November 5, 2011 9:00 am – 12:30 pm

- Main Street, Eleventh Street to Douglas Avenue
- Douglas Avenue, Main Street to Waco 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.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Instructor

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: State statute requires first conviction drunk drivers to be incarcerated for forty-eight hours and attend alcohol intervention classes. In 1984, Municipal Court established the Wichita Intervention Program which provides incarceration and intervention classes in a setting outside of jail. The City of Wichita Intervention Program was the second intervention program in the nation and the first in Kansas.

Offenders in the program are confined at a Wichita hotel and must attend 21 hours of lectures, group sessions, presentations by guest speakers and self assessments. An instructor, certified as an alcohol and drug counselor, leads the intervention process. The instructor also provides direction to security guards and acts as liaison to the hotel manager.

Analysis: A request for proposal was released and only the current contractor, Heartstone Substance Abuse Services, responded. Staff has reviewed the proposal and has determined that it meets the requirements set out in the request for proposal. Heartstone has spent over two decades providing educational services to Driving While Under the Influence (DUI) offenders, and has been the primary vendor for the Wichita Intervention Program (WIP) for the past 14 years.

Financial Considerations: The Wichita Intervention Program (WIP) is funded from the General Fund; however, a participant fee is collected prior to attendance and offsets program costs. The proposed contract includes a 2.5% annual increase to the facilitator's hourly wage. Participant fees will cover the small increase in the contract amount. With approval of this contract, increased costs will be absorbed within the Municipal Court's budget.

Goal Impact: This agreement addresses the Safe and Secure Community goal by providing education and intervention to those convicted of DUI. Through education and intervention this program seeks to reduce repeat DUI offenses by defendants.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation Action: Approve the contract and authorize the necessary signatures.

Attachment: Contract with Heartstone Substance Abuse Services.

AGREEMENT

By and Between

CITY OF WICHITA, KANSAS

And

HEARTSTONE SUBSTANCE ABUSE SERVICES

THIS AGREEMENT, made and entered into this September 20, 2011, by and between the CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 N. Main, Wichita, Kansas, 67202, hereinafter referred to as "First Party", and HEARTSTONE SUBSTANCE ABUSE SERVICES, having its principal office located at 1825 N. Cramer, Wichita, Kansas, 67212, hereinafter referred to as "Second Party";

WITNESSETH:

WHEREAS, the City of Wichita, Kansas, has established a Wichita Intervention Program of structured counseling and behavior for persons convicted of driving under the influence, who have been sentenced to serve their term of confinement at a Court designated facility, in Wichita, Kansas, or who have been placed on diversion because of an arrest for driving under the influence of liquor, and

WHEREAS, the Second Party has agreed, as an independent contractor and not as an agent or employee of the City of Wichita, Kansas, to furnish services as hereinafter set out in furtherance of such program.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. **PURPOSE**

The purpose of this Agreement is to engage Second Party to provide primary instructor services to those persons sentenced to, or ordered to, the Court designated facility in Wichita, Kansas, under the Wichita Intervention Program as described in Request for Proposal No. FP130048.

2. **COMPENSATION:**

First party agrees to make payment to Second Party for services performed as outlined in paragraph 5 hereof, and per the specifications and response provided for in the Request for Proposal No. FP130048, the sum of thirty-six dollars and forty cents ($36.40) per hour for each man-hour spent in providing such services. The City agrees to a two and one-half percent (2.5%) cost of living adjustment at the beginning of each renewal period. Payment will be made to the Second Party once each month based upon the total man-hours expended. The scheduling of personnel necessary to perform the services required herein shall be subject to the prior approval of the Wichita Municipal Court.

3. **DURATION**

The term of this contract shall be in effect from September 20, 2011, through September 19, 2012, with options to renew the contract under the same terms and conditions for four successive one year terms by mutual agreement of both parties. In the event the First Party wishes to renew the agreement, a written notice of intent to renew shall be provided to Second Party at least sixty (60) days prior to the end of the then current term of the agreement.

4. **NONDISCRIMINATION**

No distinction on the grounds of race, color, sex, or national origin will be made in the manner of providing services under the terms of this agreement. The Second

Party agrees to comply with the City of Wichita Administrative Regulation No. 23, "Revised Nondiscrimination and Equal Employment Opportunity Statement," a copy of which is attached hereto as Exhibit A and made a part thereof.

5. SERVICES

The Second Party agrees to furnish necessary personnel to conduct classes up to three weekends a month at the Court designated facility as directed by the Court. The exact schedule will depend on the volume of participants scheduled to attend Wichita Intervention Program. Such services shall be performed on weekends as directed by an officer of the Court to be designated by the Probation Office Chief Supervisor, and shall be provided from 6:00 p.m. on Friday evening until 10:00 p.m., from 8:30 a.m. to 5:30 p.m. on Saturday, and from 8:00 a.m. to 5:30 p.m. on Sunday, or as scheduled by the Court. The Probation Office Chief Supervisor manages the content of the materials, lectures and speakers presented throughout the weekend and the instructor will engage the participants in small group activities, introduce the speakers, present lectures and make follow-up referrals when appropriate. In addition, the instructor will provide direction to the guards and coordinate with the motel for the full 48 hours. Any unresolved issues at the conclusion of the weekend shall be brought to the attention of the Probation Office Chief Supervisor. Class size will vary from 20 to 40 participants.

6. RECORDS TO BE KEPT

Second party agrees to keep good and sufficient records showing the time worked by every person employed by the Second Party in the performance of the services provided hereunder; such time records shall be submitted at the end of the month together with an invoice for services rendered. The Second Party further agrees to keep other records which may from time to time be required by the Court.

7. **LIABILITY**

Contractor agrees to hold the City harmless from any and all claims, suits, action or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this Contract, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.

8. **TERMINATION**

First Party reserves the right to terminate this Agreement at any time upon thirty (30) days written notice in the event the services being provided by the Second Party are unsatisfactory; provided, however, that in any case Second Party shall be paid the value of the services provided up to the time of termination on the basis of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Attest:	CITY OF WICHITA, KANSAS
_____	_____
Karen Sublett, City Clerk	Carl Brewer, Mayor
Approved as to Form:	HEARTSTONE SUBSTANCE ABUSE SERVICES:
_____	_____
Gary E. Rebenstorf, Director of Law	Richard "Marc" Haden

Exhibit A

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Contract for Pre-Sentence Evaluation Reports

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: State law requires a pre-sentence evaluation be conducted for persons convicted of driving under the influence of alcohol or drugs. Additionally, judges may order pre-sentence evaluation reports on other violations of the City Code, such as domestic violence and possession of drugs. For the past 17 years, the Municipal Court has contracted with an outside agency for the completion of driving under the influence pre-sentence investigation reports. Pre-sentence evaluation reports contain criminal histories, prior arrest records, victim impact and restitution information, social history information and assessments of the severity of alcohol/drug or domestic violence offenses. Prior to sentencing, judges use the pre-sentence investigation reports to evaluate the defendants' criminal history and determine an appropriate sentence.

Analysis: A request for proposal was released and only the current contractor responded. Staff has reviewed the proposal and has determined that it meets the requirements set out in the request for proposal. Correctional Counseling of Kansas is a locally, woman-owned small business that has provided presentence investigation reports to Municipal Court for 17 years. Correctional Counseling of Kansas will complete pre-sentence evaluations on defendants arrested for driving under the influence of alcohol (DUI) and for those defendants that have applied for the DUI Diversion Program. The proposed contractor has maintained the same cost to provide pre-sentence evaluation reports for this contract period as was provided for in the past contract period of $62.50 per report.

Financial Considerations: The cost for this contract to provide pre-sentence evaluation reports is $62.50 per report. The contract amount will not exceed the Municipal Court's approved budget of $50,500 for this service.

Goal Impact: This agreement addresses the Safe and Secure Community goal by providing the judge with the defendant's criminal history prior to sentencing. This allows the judge to impose a sentence and conditions of probation that best meet the interests of justice.

Legal Considerations: The Law Department has approved the contract as to form.

Recommended Action: Approve the contract and authorize the necessary signatures.

Attachment: Contract with Correctional Counseling of Kansas.

Contract
Pre-Sentence Investigation Reports
FP 130047

This Contract made and entered into this September 20, 2011, by and between the City of Wichita, Kansas, a Municipal Corporation, hereinafter called "City", and Correctional Counseling of Kansas, a sole proprietorship, [Vendor Code Number 513702734-002], 806 North Main, Wichita, Kansas, 67203, Telephone Number (316) 262-3060, hereinafter called "Contractor" or "CCK".

WITNESSETH:

WHEREAS, City provides for prosecution of misdemeanor criminal offenses and traffic infractions through the operations of the City of Wichita Municipal Court; and

WHEREAS, City desires to timely provide for the completion of pre-sentence investigations and decrease the time between disposition and sentencing in misdemeanor cases; and

WHEREAS, Contractor is able and willing to provide these services as per City's Request for Proposal and Contractor's Response to Formal Proposal (FP130047) and as approved by the City Council on September 20, 2011.

NOW, THEREFORE, the parties hereto agree as follows:

1. Contractor agrees to provide the following services to the City of Wichita Municipal Court:

   (a) Accept referrals from the Court for pre-sentence investigations;

   (b) Schedule appointments with employers, victims, medical personnel, etc., as appropriate;

(c) Compile data and prepare pre-sentence investigation reports for all referrals using the procedures and according to the standards set out in the scope of services section of Request For Proposal No. FP130047.

(d) Contractor will be responsible for all typing and all report duplication required by the court.

(e) Contractor will submit payment vouchers to the City on the 1st and 15th of the month.

2. City agrees to:

(a) Provide Contractor with referrals in the format of a copy of the disposition sheet, the criminal record check and the criminal complaint;

(b) Review submitted reports for completeness and appropriateness. The parties agree reports that are incomplete or unsatisfactory, as determined in the discretion of the Probation Office Supervisor or her designee, will be revised by Contractor without additional fee.

(c) Pay Contractor the sum of sixty-two dollars and fifty cents ($62.50) for each completed report within 10 working days after receipt of payment voucher;

(d) Not exceed eight hundred eighty-four (884) referrals to Contractor during the term of this contract.

3. Contractor shall procure and maintain a liability insurance policy which will protect the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services to be rendered under this Contract. Such policy of insurance shall be in an amount of not less than

$500,000.00 and shall name the City as an additional insured. Certificates of insurance satisfactory to the City shall be filed by Contractor, and shall be in effect for the duration of the Contract.

4. Contractor agrees to hold the City harmless from any and all claims, suits, action or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this Contract, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.

5. Contractor shall comply with all the applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts and Agreements, attached as Exhibit A.

6. This Contract shall be for a term commencing September 20, 2011, and ending September 19, 2012, and may be renewed under the same terms and conditions for an additional four (4) one-year periods by the agreement of both parties.

7. This Contract shall not be assigned, nor any of the services provided for herein be further subcontracted without the express written consent of City.

8. The City may terminate this Contract upon thirty (30) days written notice.

This agreement is entered into this 20th day of September 2011.

IN WITNESS WHEREOF, the City and Correctional Counseling of Kansas have executed this agreement as of the date first written above.

Attest:

CITY OF WICHITA

Karen Sublett, City Clerk

Carl Brewer, Mayor

Approved as to Form:

CORRECTIONAL COUNSELING OF KANSAS (CCK), a sole proprietorship

Gary E. Rebenstorf
Director of Law

Shawna Mobley
Director/Owner

Exhibit A

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Lease Agreement for Wichita Transit Vehicle (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, passenger rides provided, population area, density, etc. Wichita Transit will lease a minivan to Sedgwick County Department on Aging using these funds.

Analysis: The 2000 census figures enlarged the service area for which the City of Wichita is allowed to seek funds to include parts of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs in Sedgwick County outside city limits and pass through a portion of the total annual apportionment. For FY 2011, Wichita Transit has an agreement to pass-through funds for planning and preventive maintenance. Sedgwick County has also requested Wichita Transit provide capital assistance to purchase a 2010 Dodge Minivan converted for wheelchair accessibility to support its service program. Funds to pay for this vehicle will be matched by Sedgwick County (83% federal and 17% local).

Financial Considerations: The funding was approved in the FY 2010 FTA capital grant KS-90-X132. The purchase price of this vehicle is $38,809. Sedgwick County will reimburse Wichita Transit for the local match for the vehicle in the amount of $6,598. All vehicle operating costs incurred during the term of the lease will be paid by Sedgwick County.

Goal Impact: To Ensure Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

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

Recommendations/Actions: Staff recommends the City Council approve the agreement and authorize the necessary signatures.

Attachments: Lease Agreement for Wichita Transit Vehicle

4381-10

LEASE AGREEMENT FOR WICHITA TRANSIT VEHICLE

This lease is made and entered into this 1st day of June 2011, between the City of Wichita-Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and Sedgwick County, Kansas, Department on Aging with offices at 2622 W. Central Ave, Suite 500 Wichita, Kansas 67203 hereinafter referred to as LESSEE.

Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No.KS-90-X132-00 the following described vehicle (s):

YEAR	MAKE	MODEL	VEHICLE ID
2011	Dodge	Minivan Conversion	2D4RN4DG4BR628761

The term of this lease shall be a period of one (1) year, commencing June 2011 and ending May 2012, with the option to renew for up to three (3) additional, successive one (1) year terms. At the end of such term or renewal or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle to the Lessor in the condition in which it was received, ordinary wear and tear excepted.

As part consideration for the lease of the above described vehicle, the Lessee agrees to pay the Lessor: 1) a one time local match requirement in accordance with FTA Grant KS-90-X132-00 in the amount of $6,597.53(17% of purchase price amount $38,809), and 2) a registration fee of $20.00 per year, payable herewith and on each anniversary of the commencement date hereof for as long as the lease term is renewed.

Lessee shall use the vehicle to meet the general public transportation needs for individuals in the Sedgwick County area.

Lessee shall not utilize the vehicle for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle so that they do not compete with public or private transit carriers.

At the termination of the term of this lease or any successive renewal in compliance with meeting FTA vehicle useful life requirements, the Lessee may, within thirty (30) days thereof, purchase the vehicle leased hereunder. The purchase price shall be the then-current fair market value of said vehicle. Payment of the purchase price shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.

This Lease shall not be assignable, nor may the vehicle described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-90-X132-00 incorporated by reference.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

ATTEST:

_____
Karen Sublett – City Clerk

CITY COUNCIL WICHITA, KS

_____
Carl Brewer, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Gary Rebenstorf
City of Wichita – Dept. of Law

ATTEST:

Kelly B. Arnold, County Clerk

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

Dave Unruh, Chairman - First District

Date: August 31, 2011

APPROVED AS TO FORM:

Bill H. Raymond
Assistant County Counselor

APPENDIX A
GENERAL PROVISIONS

1. Lessee agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in capital grant project No.KS90-X132-00, which is incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle and equipment.

   Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY2009 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.

2. Lessee hereby assumes and shall bear risk of loss and damage to the vehicle from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle, or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:

   A. Place the same in good repair, condition and working order; or

   B. Replace the same with vehicle in good repair, condition, and working order, which vehicle shall thereupon become subject to this Lease; or

   C. Pay Lessor in cash the Straight Line Per–Annum depreciated value of said vehicle prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle and Lessee thereupon shall become owner thereof.

3. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the Lessee, its employees, officers, agents and assignees in its use, maintenance and operation of each vehicle leased hereunder.

4. Lessee acknowledges that it is a self insured municipality for general liability, automobile and workers' compensation insurance. Its cap for payment under the Kansas Tort Claims act is co-extensive with the Lessor's potential liability under the same act. Lessee agrees to pay all reasonable claims directly, which may be asserted as a result of its operation or possession of the leased vehicle, and to pay all damages arising under collision and comprehensive-type damages which the leased vehicle may suffer during the period of this lease and any extension thereto.

5. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain

maintenance records on the vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA shall also have the right to inspect the vehicle from time-to-time during the term hereof to confirm that the vehicle is being properly maintained.

6. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle by the Lessee.

7. No alterations, additions or improvements shall be made to the vehicle without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle shall immediately become the property of the Lessor and subject to the terms of this Lease.

8. Lessee shall inspect the vehicle within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle, the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle is in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle leased, and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle leased.

9. Lessee will not permit any person to operate the vehicle unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle and must be submitted to the Lessor within 30 days after completion.

10. Lessee shall mark said vehicle with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle as being owned by the City of Wichita, Kansas/Wichita Transit. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle for the purpose of identifying the lessee sponsored operation of said vehicle. Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle.

11. Lessee shall keep satisfactory records with regard to the use of the vehicle to assure compliance with FTA regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 5 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the City of Wichita/Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.

12. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:

A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle.
B. Lessee shall be obligated to immediately return the vehicle to the Lessor without notice, should the Lessee fail to provide transportation in compliance with FTA regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.

13. This Lease is, and is intended, to lease said vehicle and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle or equipment except as provided in this agreement. Lessor shall not be deemed a joint venturer with the Lessee in the operation of said vehicle, and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle leased except as set out herein.

14. This Lease shall be governed by and construed under the laws of the State of Kansas.

15. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.

16. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.

17. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.

SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Risk Management

* 525 N. Main, Ste 823 * Wichita, KS 67203 * Telephone (316) 660-9682 * FAX (316) 383-7674 *

May 26, 2011

Wichita Transit Authority

RE: Proof of Insurance for Sedgwick County – Lease of Vehicle described as 2011 Dodge Caravan Mini-ramp-accessible Van for use by Sedgwick County Department of Aging

To Whom It May Concern:

This letter serves as notice that Sedgwick County Kansas is self-funded for Comprehensive General Liability, Workers Compensation, and Automobile insurance. Sedgwick County does adhere to the provisions of the Kansas Tort Claims Act statute.

This assurance is specifically applicable for risk exposures resulting from the lease of a 2011 Dodge Caravan Mini-ramp-accessible van for use by Sedgwick County Department of Aging per written agreement between Sedgwick County and the Wichita Transit Authority.

If you need anything else regarding this assurance, please call me.

Very truly yours,

L. A. "Mick" McBride
Sedgwick County Risk Manager

CC: Kandace Bonnesen, Operations Manager – Sedgwick County Dept. of Aging

"Sedgwick County...working for you."

CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 5115 North Irving Street for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5115 North Irving in Park City. The property is improved with a single-family residence. The rear of the property is where the project impacts the site. The improvements are removed from the project and will not be impacted.

Analysis: The project acquisition area is an irregular shaped parcel containing 210 square feet. The owner rejected the estimated market value of $130, or $0.60 per square foot for the land and has agreed to accept $525, or $2.50 per square foot. While the per square foot amount is not supportable with market data, the proposed settlement is considered reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $700 is requested. This includes $525 for the acquisition and $175 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: Chisholm Creek Diversion Levee Certification Project **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 77

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY PERMANENT EASEMENT

THIS AGREEMENT Made and entered into this _____day of _____, 2011, by and between

Christopher B. Moore, a single person

5115 N Irving, Park City, KS 67219
(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

The City of Wichita agrees to maintain the right of way as required by FEMA regulations.

Real property to be acquired as right of way:
210 (Sq. Ft.) $ 525.00

Temporary Easement for construction:
N/A (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
None

TOTAL: $ 525.00

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

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

LANDOWNERS:

By: Christopher B. Moore
Christopher B. Moore

THE CITY OF WICHITA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

MEMORANDA

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

Christopher B. Moore, a single person

If mortgage or other liens, show names of holders:
Primary Residential Mortgage

REMARKS:

PIN/APN 00496126
Security Title File Number 2021849

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Joe Vorstenbosch, Project Manager

Tract #77

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 54, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, lying west of the following described line: Commencing at the southeast corner of said Lot 54; thence N89°53'20"W, along the south line of said Lot 54, 271.90 feet to the point of beginning; thence N11°44'16"E, 100.66 feet to a point on the north line of said Lot 54, said point being 225.57 west of the northeast corner of said Lot 54, and for a point of termination; EXCEPT that portion taken for the Chisholm Creek Diversion Condemnation Case A-41501.

Additional taking contains 210.2 square feet, or 0.005 acres.

5115 N Irving

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

CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 5045 North Irving Street for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5045 North Irving in Park City. The property is zoned for and improved with a single-family residence. The rear of the property is where the project impacts the site. The improvements are removed from the project and will not be impacted.

Analysis: The project acquisition area is an irregular shaped parcel containing 1,500 square feet. The owner agreed to accept the estimated market value of $900, or $0.60 per square foot for the land. There is no damage to the remainder of the property.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,900 is requested. This includes $900 for the acquisition and $1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: North Levee

COUNTY: Sedgwick

DATE: August 3, 2011

TRACT NO.: 30

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 3rd day of August, 2011 by and between:

Gerald Wayne Hayson and Peggy L. Hayson, landowners,
and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

A portion of Lot 49, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 49; thence N00°56'01"W (assumed), along the west line of said Lot 49, 100.00 feet to the northwest corner of said Lot 49; thence N89°30'03"E, along the north line of said Lot 49, 76.8 feet, more or less, to a point 359.00 feet west of the northeast corner of said Lot 49; thence S36°33'58"W, 125.54 feet to the point of beginning, EXCEPT that portion condemned for flood control purposes in District Court Case A-41501.

Additional taking contains 1,499.7 square feet, or 0.034 acres.

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

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1,500 sq. ft. for right-of-way $900.00
0 sq. ft. for Temporary Easement
Cost to Cure:
Damages including but not limited to: _____

TOTAL $900.00

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

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

LANDOWNERS:

Gerald Wayne Hayson

Peggy L. Hayson
aka Peggy L. Lindeman

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

MEMORANDA

Rev. 9-94
Form No. 1716

D. O. T.

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

Gerald Wayne Hayson and Peggy L. Lindeman

If mortgage or other liens, show names of holders:

_____

REMARKS:

RECOMMENDED BY: Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.

Gerald Wayne Hayson and Peggy L. Lindeman Tract "30" (Key # KE-PC-02549):

Lot 49, in Broadway Heights, an Addition to Wichita, Sedgwick County, Kansas, EXCEPT that portion condemned for flood control purposes in District Court Case A-41501.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 49, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 49; thence N00°56'01"W (assumed), along the west line of said Lot 49, 100.00 feet to the northwest corner of said Lot 49; thence N89°30'03"E, along the north line of said Lot 49, 76.8 feet, more or less, to a point 359.00 feet west of the northeast corner of said Lot 49; thence S36°33'58"W, 125.54 feet to the point of beginning, EXCEPT that portion condemned for flood control purposes in District Court Case A-41501.

Additional taking contains 1,499.7 square feet, or 0.034 acres.

PRESTON A. STEWART
LICENSED
LS-1386
11-9-10
KANSAS
LAND SURVEYOR

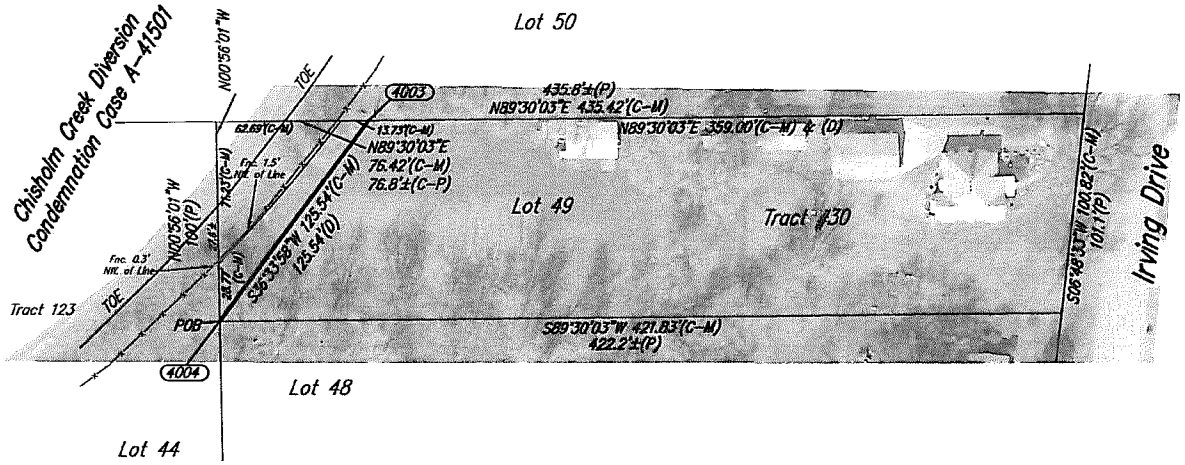
NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

0 60 120

(C) = Calculated
CH. = Chord Length
CH. BR. = Chord Bearing
Δ = Delta Angle
(D) = Described
L = Arc Length
(M) = Measured
(P) = Platted
(Pro) = Prorated
R = Radius

NOTE: Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to us any easements, rights-of-ways or dedications.



Pt. #	State Plane Northing	State Plane Easting
4003	1,718,219.79	1,649,840.45
4004	1,718,119.15	1,649,765.67

Baughman

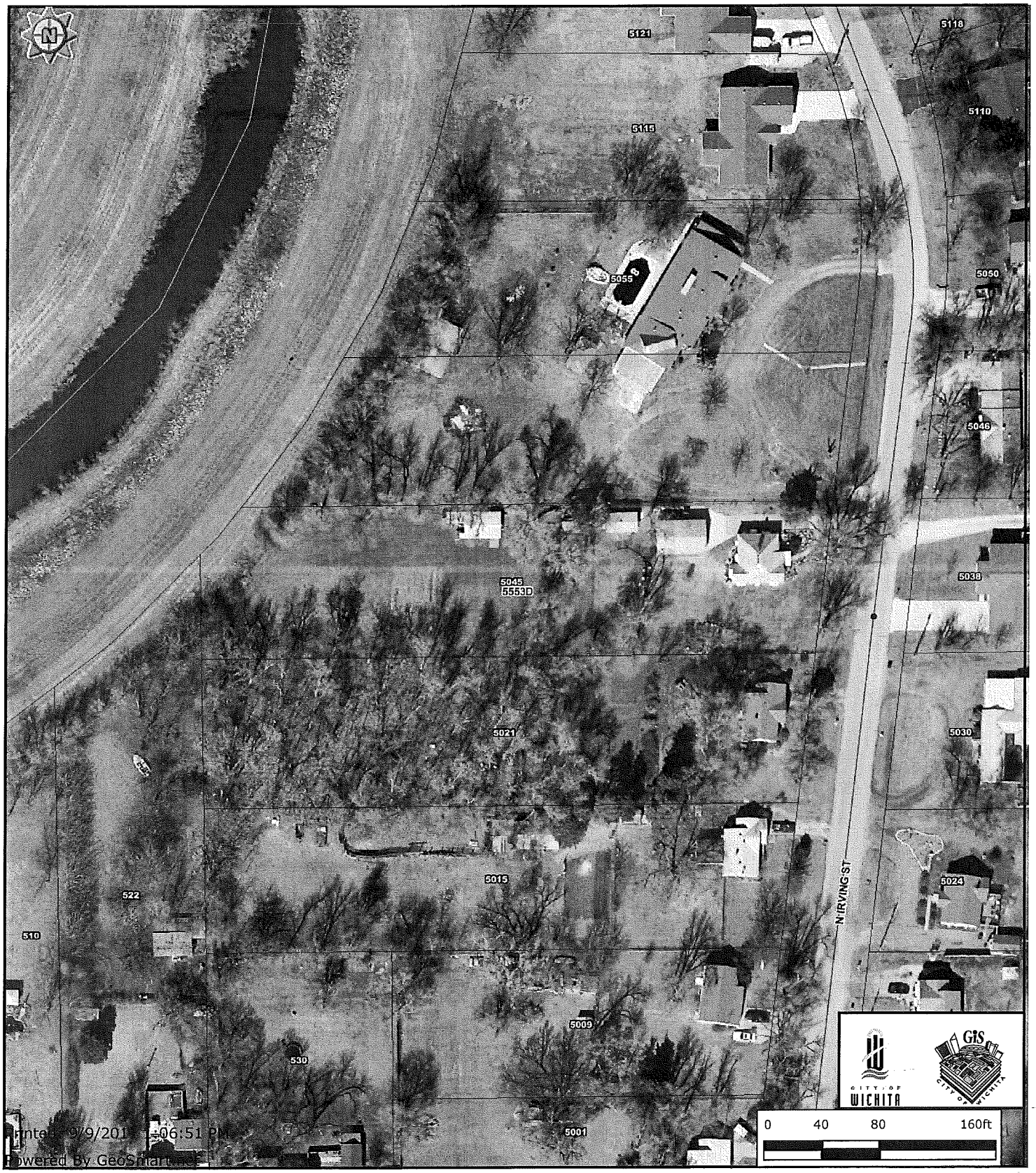
Tract #30 - Exhibit
Lot 49, Broadway Heights
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED MGC	DRAWN PAS
	SCALE 1"=60'	DATE November 9, 2010

E:|Projects|WVCFLS_10-07-P687|Tract_30.dwg 10-07-P687

5045 N Irving



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CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council Members

SUBJECT: Acquisition of 4130 North Arkansas for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 4130 North Arkansas in Park City. The 30,500 square foot site is zoned single-family. The site is improved with two residential houses and one, three car, detached garage. The main house consists of 936 square feet and was built in 1912. The second house was built in 1941 and is listed as being 600 square feet. The proposed acquisition area for the levee improvements gets into both the main house and the three car garage. As such, it is necessary to acquire the property in its entirety and relocate the occupants.

Analysis: The owner of the property occupies the main house. The owner has agreed to accept the appraised amount of $92,500 for the purchase of the entire parcel and improvements. The city will work with the owner to transition into replacement housing; and the city will compensate the owner to relocate personal property from the second on-site house. Replacement housing and relocation costs can be up to $32,500.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $126,500 is requested. This includes $92,500 for the acquisition; $32,500 for replacement housing and relocation; and $1,500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: Chisholm Creek Diversion Levee Certification Project **DATE:** 07/26/2011

COUNTY: Sedgwick **TRACT NO.:** 44

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 26th day of July, 2011, by and between

Betty Belshe, a single person

4130 N. Arkansas,Wichita, KS 67204
(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Real property to be acquired as right of way:
2,722 (Sq. Ft.) $ 92,500.00
Temporary Easement for construction:
N/A (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
Single family dwelling and detached garage

TOTAL: $ 92,500.00

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

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

LANDOWNERS:

By: _____
Betty Belshe

THE CITY OF WICHITA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

MEMORANDA

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

Betty Belshe, a single person
If mortgage or other liens, show names of holders:
CitiMortgage and Webster Bank, N.A.

REMARKS:

PIN/APN 00114798
Security Title File Number 2021850

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Joe Vorstenbosch, Project Manager

Exhibit A

Lot 3 except the .23 acres of Floodway CCA-41035, Riverside Acres Addition.

Betty L. Belshe Tract "44" (Key # A-14642):

Lot 3, Riverside Acres Addition, Sedgwick County, Kansas, except that portion condemned for flood control purposes in District Court Case A-41035.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 3, Riverside Acres Addition, Sedgwick County, Kansas, more particularly described as commencing at the southwest corner of said Lot 3; thence N89°40'45"E (assumed), along the south line of said Lot 3, 58.79 feet, to the point of beginning; thence N58°34'04"E, 41.14 feet; thence N68°40'25"E, 96.07 feet; thence N68°24'56"E, 117.21 feet; thence N66°57'20"E, 6.57 feet to a point on the east line of said Lot 3, said point being 31.83 feet south of the northeast corner of said Lot 3; thence S01°02'02"E, along the east line of said Lot 3, 15.14 feet to a point in the north line of the Chisholm Creek Diversion Condemnation Case A-41035; thence S69°47'42"W, along the north line of said Chisholm Creek Diversion, 251.60 feet to a point on the south line of said Lot 3; thence S89°40'45"W, along the south line of said Lot 3, 3.72 feet to the point of beginning.

Additional taking contains 2,721.5 square feet or 0.062 acres.

NOTE: Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to us any easements, rights-of-ways or dedications.

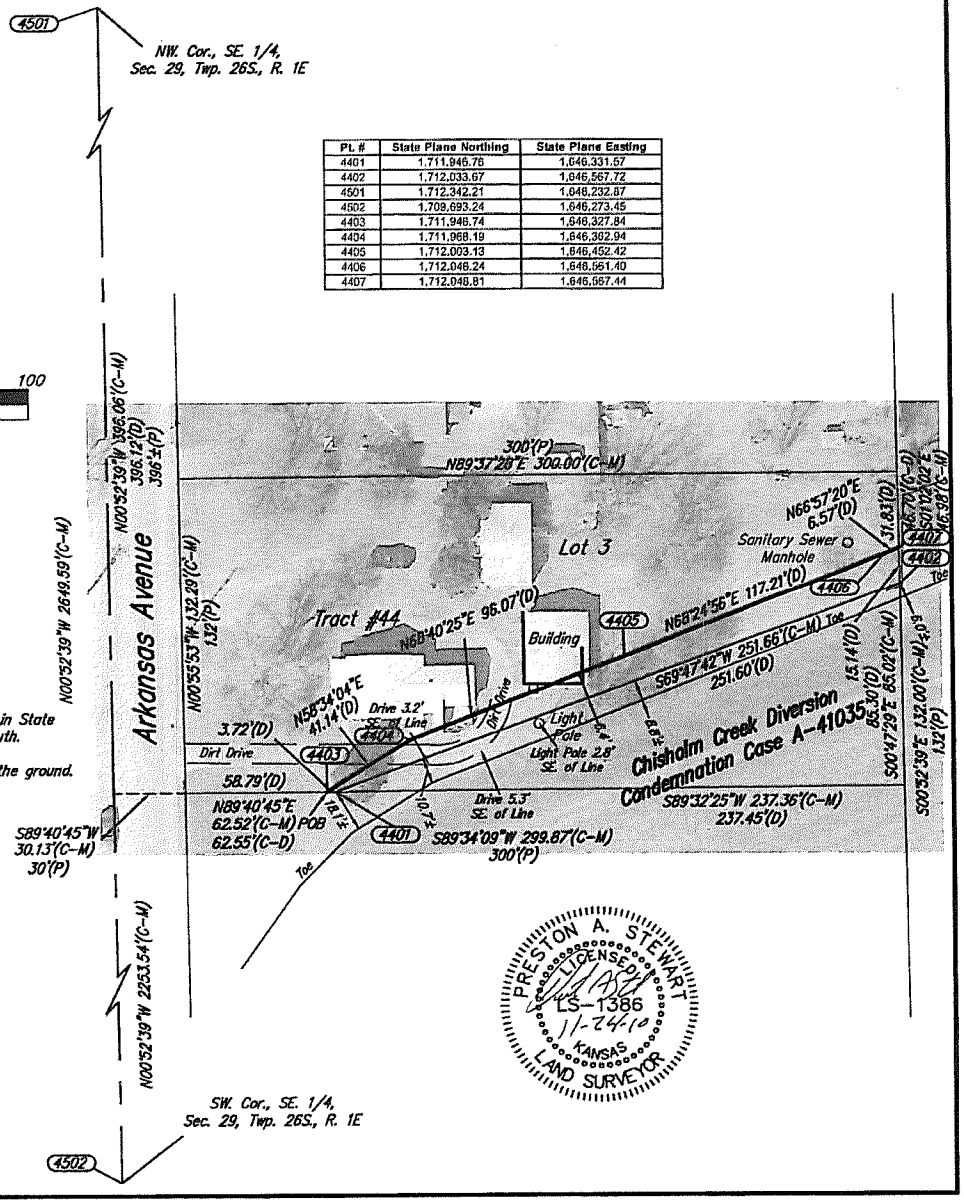
0 50 100

(C) = Calculated
CH. = Chord Length
CH. BR. = Chord Bearing
Δ = Delta Angle
D = Degree of Curve
(D) = Described
L = Arc Length
(M) = Measured
(P) = Platted
(Pro) = Prorated
R = Radius

NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

Pt. #	State Plane Northing	State Plane Easting
4401	1,711,946.76	1,646,331.57
4402	1,712,033.67	1,646,567.72
4501	1,712,342.21	1,646,232.87
4502	1,709,693.24	1,646,273.45
4403	1,711,946.74	1,646,327.84
4404	1,711,968.19	1,646,302.94
4405	1,712,003.13	1,646,452.42
4406	1,712,046.24	1,646,561.40
4407	1,712,046.81	1,646,567.44



PRESTON A. STEWART
LICENSED
LS-1386
11-24-10
KANSAS
LAND SURVEYOR

Baughman

Tract #44 - Exhibit
Lot 3, Riverside Addition
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED PAS	DRAWN PAS
	SCALE 1"=60'	DATE November 24, 2010

E:\Projects\WVCFLS_10-07-P687\Tract_44.dwg 10-07-P687

4130 N Arkansas

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CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 411 West 53rd Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 411 West 53rd Street North in Park City. The property is improved with a single-family residence and out-buildings. The western portion of the property is adjacent to the levee and is impacted by the project. An irregular shaped parcel consisting of 1,628 square feet is required. A storage shed and approximately 140 feet of wood privacy fence are within the area to be acquired and therefore, the owner will reset both the shed and the fence.

Analysis: The project acquisition area consists of 1,628 square feet and impacts a storage shed and privacy fencing. The owner agreed to accept the appraised value of $1,930, or $1,400 for the land ($0.86 per square foot) and $530 as damages to the shed. In addition, the owner is to be compensated an additional $2,779 to replace the wooden fence for a total of $4,709. The compensation for the fence is based on an estimate to perform the work.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $5,709 is requested. This includes $4,709 for the acquisition and $1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: Chisholm Creek Diversion Levee Certification Project **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 11

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 15 day of August, 2011, by and between

Danny Lee Buchanan, a single person

411 W. 53rd St. North, Park City, KS 67219
(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Real property to be acquired as right of way:
1,628 (Sq. Ft.) $ 4,709.00
Temporary Easement for construction:
N/A (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
20' x 20' storage building and 140' of 6' wood privacy fence

TOTAL: $ 4,709.00

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

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

LANDOWNERS:

By: Danny Lee Buchanan
Danny Lee Buchanan

THE CITY OF WICHITA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

MEMORANDA

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

Danny Lee Buchanan, a single person

If mortgage or other liens, show names of holders:
None

REMARKS:

PIN/APN 00496052
Security Title File Number 2021826

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Joe Vorstenbosch, Project Manager

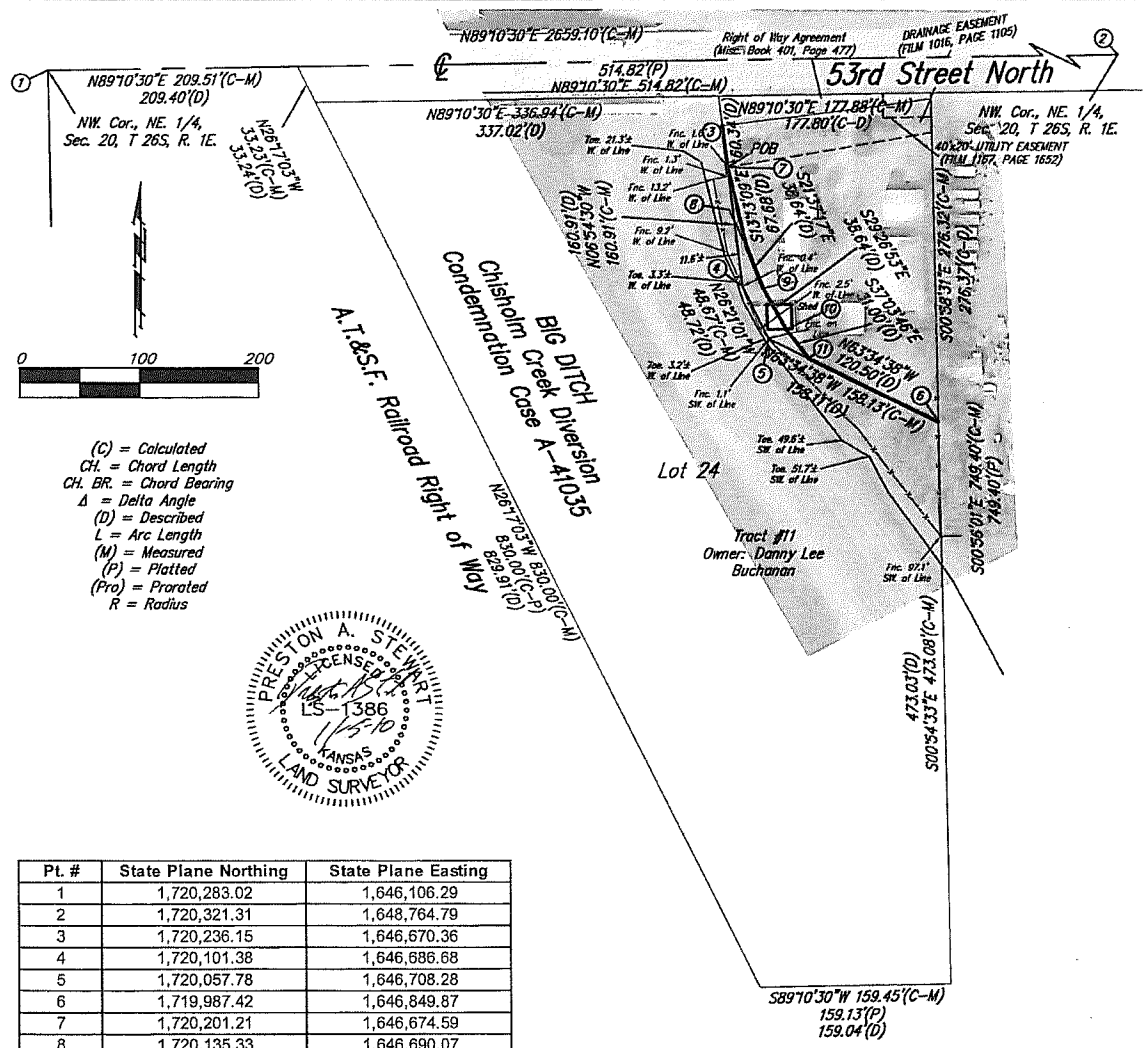
Buchanan Tract "11"(Key # KE-PC-02500):

Lot 24, Arcadian Acres, except that portion condemned in District Court Case A-41035 for flood control, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 24, Arcadian Acres, described as commencing at the northwest corner of said Lot 24; thence N89°10'30"E (assumed), along the north line of said Lot 24, 337.02 feet to a point on the east line of the Chisholm Creek Diversion Condemnation Case A-41035; thence S06°54'30"E, along the east line of said Chisholm Creek Diversion, 60.34 feet to the point of beginning; thence S13°13'09"E, 67.68 feet; thence S21°37'17"E, 38.64 feet; thence S29°26'53"E, 38.64 feet; thence S37°26'53"E, 38.64 feet; thence S37°03'46"E, 31.00 feet to a point on the east line of said Chisholm Creek Diversion; thence N63°34'38"W, along the east line of said Chisholm Creek Diversion, 37.61 feet; thence N26°21'01"W, along the east line of said Chisholm Creek Diversion, 48.72 feet; thence N06°54'30"W, along the east line of said Chisholm Creek Diversion, 100.57 feet to the point of beginning.

Additional taking contains 1,628.2 square feet, or 0.037 acres.

Notes:
1. Right of Way to Cities Service Gas Company filed in Misc. Book 270, Page 347.
2. Meter and Regulator Lease to Cities Service Gas Company, filed in Misc. Book 271, Page 94.



Pt. #	State Plane Northing	State Plane Easting
1	1,720,283.02	1,646,106.29
2	1,720,321.31	1,648,764.79
3	1,720,236.15	1,646,670.36
4	1,720,101.38	1,646,686.68
5	1,720,057.78	1,646,708.28
6	1,719,987.42	1,646,849.87
7	1,720,201.21	1,646,674.59
8	1,720,135.33	1,646,690.07
9	1,720,099.41	1,646,704.30
10	1,720,065.77	1,646,723.29
11	1,720,041.03	1,646,741.97

Baughman

Tract #11 - Exhibit A
KE-PC-02500-NE 20, Twp. 26S, R.1E.
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED PAS	DRAWN PAS
	SCALE 1"=100'	DATE November 3, 2010

E:|Projects|WVCFLS_10-07-P687|Tract_11.dwg 10-07-P687

411 W 53rd St N

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CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1350 North Fairmount for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. A vacant lot at the southeast corner of 13th Street and Fairmount is impacted by the road project. The north 25 feet of the vacant lot is required as road right-of-way. This area encompasses 3,500 square feet and includes some mature trees which will have to be removed as a result of the project.

Analysis: The property appraised for $5,000 which is comprised of $3,500 for the land ($1 per square foot) and $1,500 for the loss of trees. The owner rejected this amount and countered at $15,000 seeking additional compensation for both the land value and trees. After negotiation, the owner agreed to accept $10,000. This amount consists of $7,000 for the land ($2 per square foot) and $3,000 for the trees. The higher land value was based on additional comparable sales. The increased settlement amount for trees is supported by the number and type of trees being impacted. Settlement avoids the risk associated with eminent domain and saves the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $11,000 is requested. This includes $10,000 for the acquisition and $1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Approve the budget; and 3) Authorize the necessary signatures.

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

PROJECT: 13th Street North **DATE:** September 1, 2011

COUNTY: Sedgwick **TRACT NO.:** 147

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 7TH day of SEPTEMBER, 2011 by and between

Dhon Hauserman

1350 North Fairmount Wichita KS 67214
(Name and Address)

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

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

A tract of land in Lots 36, 38 and 40, on Fairmount Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas more particularly described as follows:

The North 25.00 feet of Lot 40 on Fairmount Avenue, in Fairmount Place Addition to Wichita, Sedgwick County, Kansas

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

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

Approximately 3,750 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner:	$ 10,000.00
Approximately N/A Sq. Ft. for Temporary Easement	$

TOTAL: $ 10,000.00

The price above is inclusive of all relocation benefits for which the Landowner is eligible under applicable laws and statutes.

The City agrees to construct a access drive to the remainder property off of 13th Street North at the easterly part of the remainder parcel.

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

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

LANDOWNER: Dhon Hauserman

By: Dhon Hauserman

By: _____

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

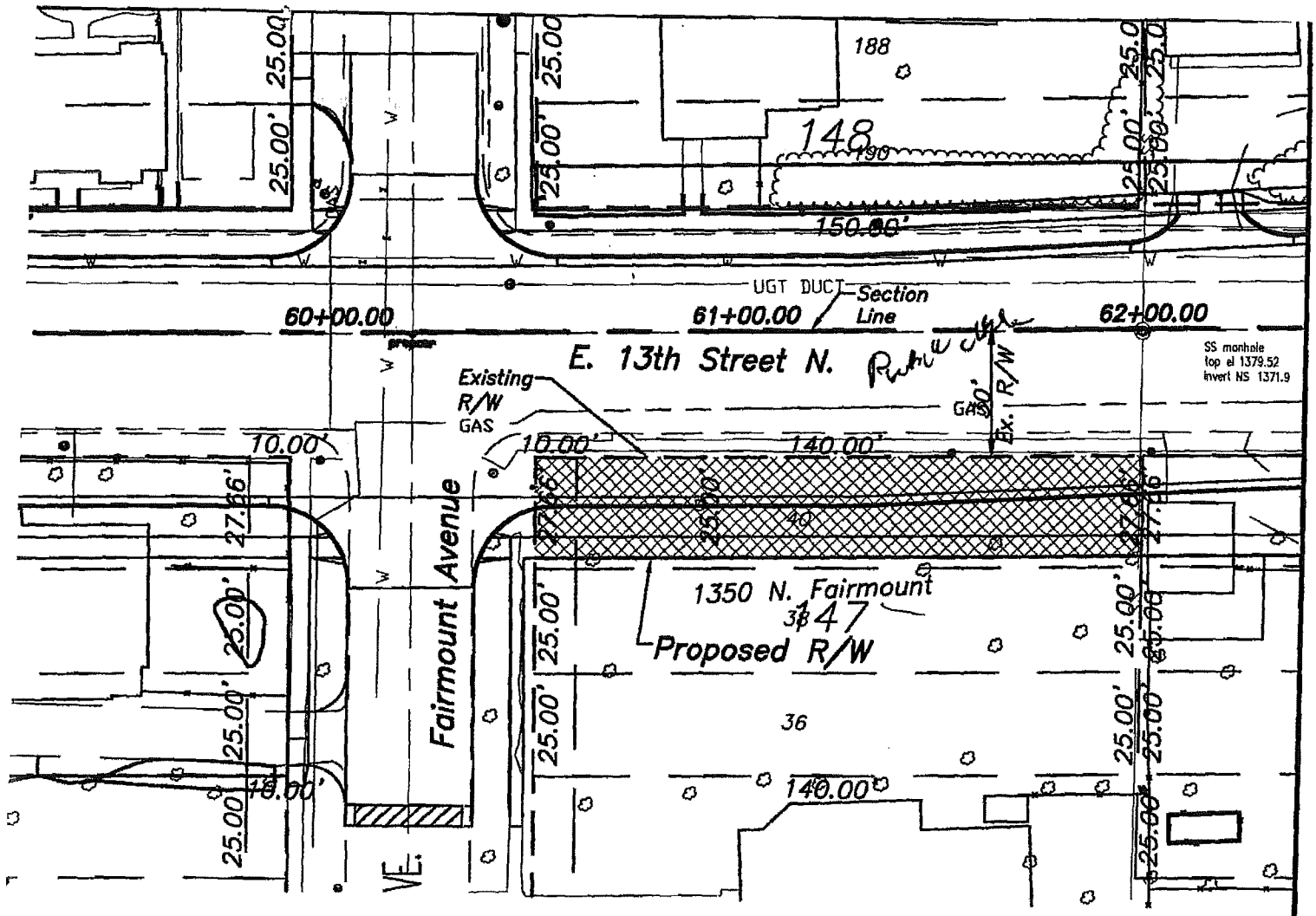
Exact and full name of owner, as name appears of record:

Dhon Hauserman

If mortgage or other liens, show names of holders:
Associates Home Equity Services, Inc.

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 36,38, & 40, on Fairmount Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 25.00 feet of said Lot 40 on Fairmount Avenue, as platted in Fairmount Place Addition.

TAX KEY #: C04453

R/W ACQUISITION SIZE: 3,750 sq. ft.

PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

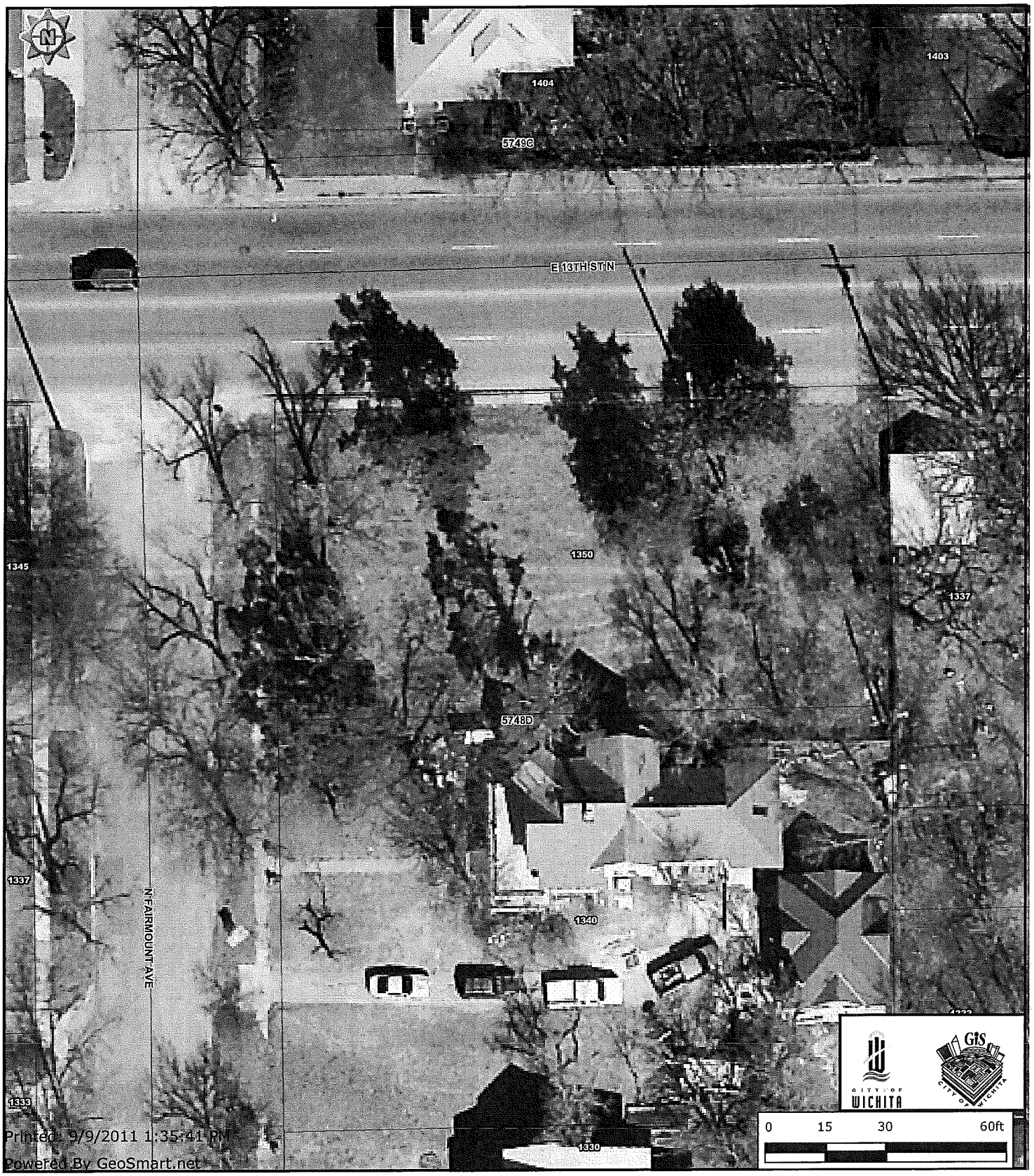
TRACT MAP

DHON HAUSERMAN
SEC 14 T27 R1E

SCALE: 1" = 40'

Tract No 147

1350 N Fairmount



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For September 20, 2011 City Council Meeting

Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for ten (10) water projects, nine (9) sewer projects and six (6) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held October 10, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on September 30, 2011.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, October 18, 2011. Publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
AUGUST 2011

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Applicant Tracking Software System (Electronic)	8/31/2012	GovernmentJobs.com.Inc DBA NEOGOV	Human Resources	9/1/2009 - 8/31/2010	2 - 1 year options
Auditing Services	8/31/2012	Allen, Gibbs & Houlik LC	Finance	9/16/2008 - 8/31/2009	1 - 1 year option
Bus Transportation for Summer Recreation Programs	8/31/2011	First Student, Inc.	Park & Recreation	5/1/2011 - 8/31/2011	1 - 1 year option
Parking - Operation & Management of City of Wichita Parking Garages and Lots	8/31/2012	The Car Park, Inc.	City Manager's Office	9/1/2010 - 8/31/2011	3 - 1 year options
Sewer High Pressure Cleaning Hose	8/31/2012	Key Equipment & Supply Co.	Public Works & Utilities	9/9/2010 - 8/31/2011	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $25,000
AUGUST 2011

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Environmental Systems Research	DP130577	Software Maintenance/Support	1,400.00		
KE Miller Engineering PA	PO130601	Engineering Consulting	3,700.00		
Baughman Co.	PO130608	Engineering Consulting	8,950.00		
MKEC Engineering Consultants Inc	PO130609	Engineering Consulting	7,100.00		

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR AUGUST 2011

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

Agenda Item No. II-10

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: 2012-14 Ancillary Benefit Lines

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the 2012-14 insurance programs and FSA vendor.

Background: The City uses a Health Insurance Advisory Committee (HIAC) to monitor health insurance programs for employees, and recommend new/renewal programs or changes in health and non-medical insurance coverage and cost, as required. The Committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International, Teamsters unions, as well as the (non-union) Employees Council and management staff. A majority of the Health Insurance Advisory Committee membership was recently appointed to serve on the required Staff Screening and Selection Committee to select employee ancillary benefit programs that were last approved by City Council on September 9, 2008, and due to expire December 31, 2011.

At the request of staff, the City's employee benefit consultant, Aon Risk Services, issued electronic competitive Request for Proposals (RFP) for the City of Wichita's 2012-14 dental, vision, life, accidental death and dismemberment and long term disability programs, as well as proposals for administration of the flexible spending account.

On September 9, 2008, the City Council approved continuation of the long term care program issued through UNUM. Current rates for the 157 participants have been locked-in since the inception of the policy in 1995. At the request of the City, Aon conducted its due diligence by sampling the long term care market and finding that no other provider could compare with the current product and pricing offered by UNUM. With the recommendation of Aon Risk Services and the concurrence of the City's Purchasing Division, UNUM was recommended to continue as the City's long term care provider without the need to formally bid for services.

In coordination with Aon's electronic procurement proposal issued May 4, 2011, Finance Department staff published the RFP notice in the Wichita Eagle. Of the fifty-nine vendors invited to participate, quotes from twenty-eight separate candidates were received by the June 3, 2011 due date. The City used the approved independent Health and Benefits Consultant, Aon Consulting, Inc. to assist in the selection process of the proposed insurance plans and administrative services.

The current benefit programs that expire at the end of 2011 consist of vision coverage through Vision Service Plan (VSP), two voluntary dental plans through Delta Dental, basic life, dependent life, supplemental life, basic AD&D, and voluntary AD&D issued through Minnesota Life, long-term disability issued by The Standard and a long-term care plan through UNUM. The current Flexible Spending Account Administrator is ASI, Inc.

Analysis: The Staff Screening and Selection Committee (including union representatives from most all of the collective bargaining groups as well as Employee's Council) met on July 6, 2011 to review Aon's vendor evaluations and to short list the top candidates in each coverage line for finalist interviews on July 21, 2011. As a result of Aon's product analysis and with the approval of the City's Purchasing Division, the Staff Screening and Selection Committee approved the continuation of Delta Dental as the City's dental insurance provider and ASI, Inc., as the flexible spending account administrator. Delta Dental distinguished itself from its competitors for the following reasons: annual price caps, lack of employee disruption, plan design continuity and an optional incentive based component. Analysis also confirmed that ASI's pricing and industry experience made it a clear leader when compared to its competitors. As a result, The Staff Screening and Selection Committee unanimously agreed to continue with the current vendors in these two benefit lines, rather than require formal in-person interviews when one vendor clearly held a competitive edge over the others.

The Staff Screening and Selection Committee unanimously chose to interview Minnesota Life, CIGNA Group Insurance and The Standard as finalists for the life and disability products. The "bundling" of these similar products created competitive pricing that would not have otherwise occurred with stand-alone policies. This marketing strategy did not, however, exclude individual firms from presenting individual lines of coverage. The Committee also found that while most life and disability insurance policies provide the same basic coverage, proposals varied with specific enhancements and restrictions. It was discussed and agreed by the Health Insurance Advisory Committee that any enhancements or restrictions found in the selected products covering the 2012 – 2014 benefit period should not necessarily be expected in the 2015 – 2017 benefit package.

For vision services, the Staff Screening and Selection Committee unanimously chose Vision Services Plan, Superior Vision and Humana as interview finalists.

On August 18, 2011, the Health Insurance Advisory Committee reviewed the recommendations of the Staff Screening and Selection Committee and unanimously approved the finalist selection as being the most responsive to the Request for Proposal. The list of finalists per category as selected by the Staff Screening and Selection Committee and the Health Insurance Advisory Committee are as follows:

Fully Insured Dental Plan(s) - Delta Dental of Kansas
Fully Insured Vision Plan - VSP
Fully Insured Basic Life, Dependent Life and AD&D, Voluntary AD&D, Supplemental Life and Long Term Disability Plan - The Standard
Fully Insured Long Term Care Plan - UNUM
Flexible Spending Account Administrator - ASI, Inc.

The proposed 2012 - 2014 premiums for each plan are listed in the Attachment I. The Committee also recommends the City accept the benefit enhancements and rate guarantees for each plan as follows:

Dental
This year, Delta Dental is offering an incentive based plan that requires a member dental cleaning once in a twelve month period. Members who achieve this requirement will, after a $50 deductible, experience 100% reimbursement for preventative services, an 80% reimbursement for basic services and 50% reimbursement for major services to the annual limit. Failure to meet this requirement would result in the $50 deductible with base pricing at 100% for preventative services, 60% reimbursement for basic services and 40% reimbursement for major services. The Incentive Plan would apply to both the Traditional and Preferred plans. The Traditional Plan will still pay 50% of orthodontics, subject to deductible and limits, to age 19. The Committee voted unanimously to implement the incentive program starting plan year 2012. Adoption of the Incentive Plan will

result in a 0% increase for 2012, followed by rate caps of no more than 6% per year for benefit years 2013 and 2014.

Vision
The Committee recommends the City accept the 3.32% rate increase from Vision Service Plan (VSP) covering plan years 2012 - 2014.

Life Insurance
The Health Insurance Advisory Committee recommends the proposal of The Standard for the basic life, supplemental life, dependent life, AD&D and VAD&D. By consolidating all lines under one insurance carrier, the City and its employees will save a combined 43.8% over the previous package. The majority of this savings will be experienced with basic life, a benefit of which the City currently pays two-thirds of the employee's premium.

Enhancements to the life policy include benefit payable for children from live birth and an accelerated benefit payout in the event of a terminal disease is locked in at 80%. Enhancements to the AD&D policy include Line of Duty Benefit, Occupational Assault Benefit, Public Transportation Benefit and benefits payable due to exposure, disappearance, and reattachment of hand and foot. Also, coma benefits are payable after 21 days and continue for 12 months. All life and AD&D insurance is eligible for portability, including insurance for dependants. Portability does not terminate at age 70. Siblings are included in the order of payment before the member's estate when there is no named beneficiary.

Concerning the AD&D policy, neither Hospital Benefit nor loss of four fingers of one hand/all toes of one foot were available in the proposed policy, but The Standard will apply with the State of Kansas to continue these benefits. Members will be required to complete one full day of active work to be covered. This restriction applies to individuals who are hired but never actually start a shift. This restriction would not apply to accidental injury occurring on the first day of work. Portability to age 70 will depend on approval from the State of Kansas. Foster children are not covered under the AD&D policy.

Long Term Care
The LTC plan design and plan rates are no longer offered by UNUM to new groups. The City's LTC plan is "frozen" using a 1995 plan design and 1995 plan rates which are very favorable to the City. There is a 15% commission rate built into the plan rates. Due to the City's LTC plan, other firms could not propose a competitive plan design. Based on this information, the Health Insurance Advisory Committee recommends the City retain UNUM and their current LTC plan and rates.

Flexible Spending Account Administration
The Health Insurance Advisory Committee recommends the proposal of ASI for Flexible Spending Account Administration. The monthly fee per participant will remain flat, however, the debit card fee will experience a 33% decrease.

Financial Considerations: The dental program, supplemental life insurance, voluntary AD&D, long term disability and long term care plans are employee-pay-all programs. Vision premium costs are 80% City-paid and 20% employee-paid. Basic life, basic AD&D and dependent life insurance premium costs are paid two-thirds City and one-third employee. The Flexible Spending Account Administration cost is paid by the City. City Council approval of the recommended plans, maintaining current premium splits, would result in no reduction in benefits and overall savings to the City of 16% (and commensurate savings to employees as well).

Legal Considerations: Background checks of each company have been undertaken by the City's insurance consultant utilizing the A.M. Best ratings for each company. The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council accept the recommendations of the Health Insurance Advisory Committee and:

(1) approve Delta Dental, VSP, The Standard Insurance Company, UNUM, and ASI as the providers for dental, vision, basic life, dependent life, supplemental life, basic AD&D, voluntary AD&D, Long Term Disability, Long Term Care, and Flexible Spending administration for 2012-14;
(2) approve the co-pays/deductibles/benefits, as applicable for each plan;
(3) approve the benefit enhancements and deviations as recommended for each plan;
(4) approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates for 2012, 2013 and 2014, as applicable; and,
(5) authorize the required signature.

Attachments: Attachment I

2012 – 2014 EMPLOYEE BENEFIT PREMIUMS

DENTAL, VISION, LIFE INSURANCE (BASIC LIFE, BASIC AD&D, DEPENDENT LIFE, VOLUNTARY AD&D, SUPPLEMENTAL LIFE), VOLUNTARY LONG TERM DISABILITY, LONG TERM CARE AND FLEXIBLE SPENDING ACCOUNT

Dental – Delta Dental of Kansas

There will not be a rate change for the City's 2012 dental premium. The Traditional Plan will continue to cover orthodontia. The orthodontic benefit applies to dependents under the age of 19 and has a $1,000 lifetime maximum. There is no orthodontic coverage available under the Preferred Plan. Delta Dental's 2012 premiums are as follows:

Dental Plan	2012 Total Monthly Premiums	Percentage Change
Preferred Plan		
Employee	$19.50	0% Increase
Employee + 1	$37.06	0% Increase
Family	$64.54	0% Increase
Traditional Plan		
Employee	$30.34	0% Increase
Employee + 1	$60.70	0% Increase
Family	$101.38	0% Increase

Vision – Vision Services Plan (VSP)

VSP rates are guaranteed for 3 years.

Vision Plan	2012 Total Premium Included in Health Premium	Percentage Change
Single	$11.57	+3.32%
Family	$31.10	+3.32%

Life Insurance – The Standard

Includes waiver of premium benefit and provides a life benefit of 2 times salary. The following benefit maximums do apply:

- Class 1 up to $600,000 benefit
- Class 2 up to $600,000 benefit
- Class 3 up to $150,000 benefit
- Class 4 up to $400,000 benefit

Maximum life benefit of $1,000,000 (combined basic and supplemental life)

In addition, all Life and Accidental Death and Dismemberment (AD&D) insurance programs will continue to be consolidated with one vendor. The Standard has a 3 year rate guarantee for all Life and AD&D insurance plans. Basic Life, Basic AD&D, and Dependent Life insurance premium costs are 66% City-paid and 33% employee-paid. Supplemental Life and voluntary AD&D are employee-pay-all programs.

Life Insurance – The Standard, *continued*

PRODUCT	BENEFIT	EMPLOYEE COST
Basic Life	2X Annual Salary up to a Maximum of $600,000	$0.090 per $1,000 coverage per month
Basic AD&D	Equal to the amount of basic life benefit	$0.015 per $1,000 coverage per month
Dependent Life Spouse Child	 $4,000 $4,000 from date of live birth	$0.83/month/family
Voluntary AD&D	$25,000 to $500,000 in increments of $25,000	Employee - $0.021 per month Family - $0.031 per month
Supplemental Life	1,2,3 or 4 times employee's annual salary up to a maximum of $1,000,000 (maximum combined Basic Life and Supplemental Life)	Cost per $1,000 per month Age ..... Cost Under 25 ..... $0.062 25-29 ..... $0.073 30-34 ..... $0.094 35-39 ..... $0.104 40-44 ..... $0.125 45-49 ..... $1.177 50-54 ..... $0.281 55-59 ..... $0.520 60-64 ..... $0.801 65-69 ..... $1.529 70+ $2.486
Rate guarantee		3 Years

Long Term Disability- The Standard

Long Term Disability 2012 Premium	
Age Band	**Per Thousand**
Under 30	$0.129
30-34	$0.210
35-39	$0.363
40-44	$0.525
45-49	$0.775
50-54	$1.203
55-59	$1.631
60-64	$1.655
65-69	$1.445
70+	$2.576
Annual Premium	**$149, 913**

Long Term Care - Unum

Long Term Care is a unique product and does not function like other types of insurance. Unique features of this plan are as follows:

- The plan design and plan options do not change;
- The plan rates do not increase;
- Eligible participants must elect during their initial eligibility period or submit to medical underwriting to qualify (there is no Open Enrollment);
- Coverage is available to family members outside of an employee's immediate family;
- The City's LTC plan uses 1995 rates which cannot be duplicated by any other LTC company. UNUM no longer offers these rates to new groups;
- Coverage is portable (if an employee terminates employment the policy will remain in force as long as the premiums are paid.).
- The policy has a return of premium benefit

Flexible Spending Account Administration – ASI

Flexible Spending	ASI Current (2011)	ASI Renewal (2012)
Base Administrative Annual Fee	$13,860	$13,860
FlexCard Fee	$1.50	$1.00
Rate Guarantee	-	36 months

Agenda Item No. II-11

CITY OF WICHITA
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Approval of an Encroachment Agreement Across the Drainage Dedication Near 33rd Street North and Mead (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Westar Energy has asked permission to place transmission poles in a 25 foot wide drainage dedication located east of the buildings at 3110 and 3120 North Mead. These lines will serve the Evcon/Johnson Controls complex as well as other businesses in the area. The dedication area was granted to the City via plat for storm water drainage and management.

Analysis: Stormwater Maintenance has reviewed the proposal and has approved the shared use predicated on the transmission poles being placed in the west 5 feet of the drainage dedication. Westar Energy has received permission from the underlying owner of the land allowing them to place transmission lines. Any costs to install or maintain the transmission lines will be borne by Westar Energy.

Financial Considerations: There is no cost to the City.

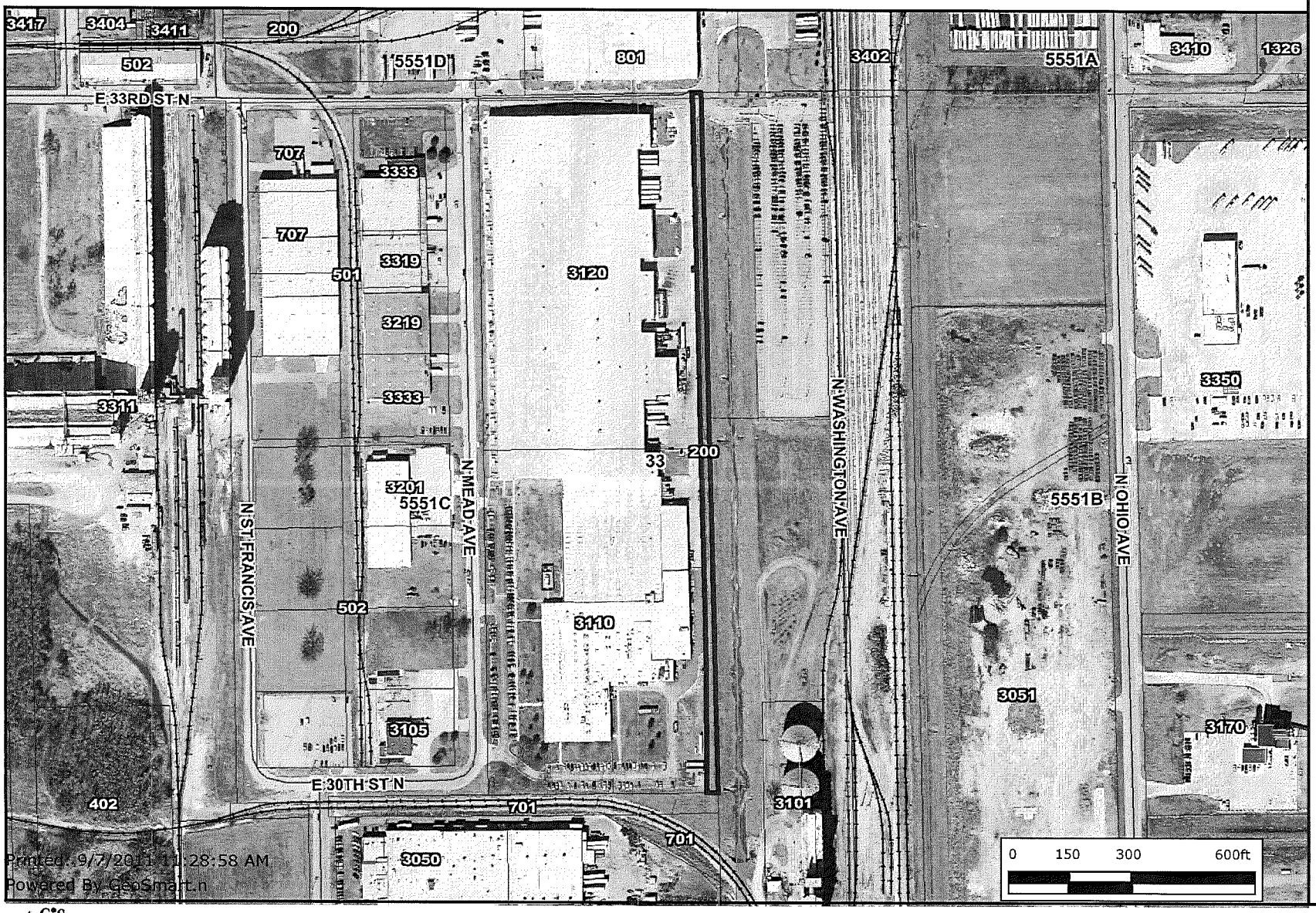
Goal Impact: Approving this encroachment supports Efficient Infrastructure by improving electrical transmission and supply in a significant industrial area of the City.

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

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

Attachments: Encroachment agreement and aerial map.

Drainage Dedication - 33rd and Mead



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- Identified Features
- Property Parcels
- Roads
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp
- Railroads
- Township and Range
- Section
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-O1FT
- SDERASTER.S-DEDATA.ORTH-O
- City Limits
  - Andale
  - Bel Aire
  - Bentley
  - Cheney
  - Clearwater
  - Colwich
  - Derby
  - Eastborough
  - Garden Plain
  - Goddard
  - Haysville

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

SW4 S33-T26S-R1E

Encroachment Agreement

This Encroachment Agreement dated _____ between the City of Wichita, Kansas, (City) and Kansas Gas and Electric Company, a Westar Energy Company, (Westar) is to set out certain conditions under which the City agrees to allow Westar to construct and maintain an electric line on the City's drainage dedication.

Said encroachment is to be the West fifteen (15) feet of the following described property:

The West fifteen (15) feet adjacent, adjoining, along, and parallel with Lot 2 and Lot 1 of the Coleman Company Addition, Wichita, Sedgwick County, Kansas; said fifteen (15) feet further described as lying within the drainage dedication as shown on Coleman Company Addition, Wichita, Kansas plat recorded October 10,1980 in the Sedgwick County Register of Deeds.

Based on this information and, provided the proper safety clearances are maintained, the City will allow the encroachment of the drainage dedication, subject to the following conditions:

1. Pole Placement. Poles will be placed in the West five feet of said encroachment.

2. Right of Way. A proper right-of-way has been acquired by Westar from the owner of the adjacent property affected.

3. Agreement. Due to the encroachment of the power line into the City's drainage dedication, should it become necessary at a future date to move the poles and lines located in said dedication, Westar will bear the cost of acquiring new easements, and relocating the lines, poles, anchors and equipment.

4. Power Line Safety. All parties involved in the construction shall comply with the Kansas Overhead Power Line Accident Prevention Act, at KSA 66-1709 *et seq.,* as amended to the extent the Act applies to any work hereunder.

5. Indemnification. Westar hereby agrees to assume all risk and liability for accidents and damages that may occur to persons or property on account of any work or activities conducted on or near by Westar, its agents, employees, contractors or subcontractors or other persons hired by or under its control. Westar Energy, Inc. / Kansas Gas and Electric Company further agrees to indemnify, hold harmless and defend (including costs and attorney fees) the City of Wichita, from any and all costs, liabilities, expenses, suits, judgments, injuries or damages to persons or property, or claims of any nature whatsoever arising out of or relating to this encroachment or the work or activities contemplated herein, and whether caused by Westar, its agents, employees, contractors, or subcontractors, or other persons hired by or under its control.

This Agreement does not apply to any other Westar easements or encroachments.

City of Wichita, Kansas

By: _____
Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Westar Energy, Inc.

By: _____
Janell E. Hutter, Real Estate Representative

11-162

Approved as to form

Director of Law and City Attorney

SW4 S33-T26S-R1E

MUNICIPAL ACKNOWLEDGEMENT

STATE OF KANSAS
COUNTY OF SEDGWICK

On this ____ day of_____, 2011, before me, a Notary Public in and for said County and State aforesaid, personally appeared Carl Brewer, Mayor of the City of Wichita, Kansas, the municipality that executed the foregoing instrument, to me personally known, being by me duly sworn, did say that said instrument was signed and delivered in the name and on behalf of said Municipality by authority of its Council and he acknowledges said instrument to be the free and voluntary act and deed of said Municipality.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

My appointment expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS
COUNTY OF SEDGWICK

I, _____ do hereby certify that Janell E. Hutter, Real Estate Representative, Westar Energy, Inc., the corporation that executed the foregoing instrument, personally known, being by me duly sworn, did say that the said instrument was signed and delivered in the name and on behalf of said Corporation by authority of its Board of Directors, and she acknowledges said instrument to be the free and voluntary act and deed of said Corporation.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

My appointment expires: _____

11-162

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Amending Resolutions and Ordinance for Street Paving Projects (Districts IV, V & VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the amending resolutions and ordinance.

Background: A review of bonding ordinances and resolutions for the City's issuance of general obligation bonds has identified three resolutions and an ordinance with technical errors that should be corrected. They include the legal descriptions of improvement districts, references to the method of assessment and the bonding amount. Amending resolutions and an ordinance have been prepared to correct the errors.

Analysis: The projects are improvements to: Elm Street, between Young and Nevada; Mariposa and Pueblo, between Ridge and Sierra; and Seneca, between I-135 and 31st Street.

Financial Considerations: The project budgets remain as previously approved by the City Council.

Goal Impact: These resolutions and ordinance address the Efficient Infrastructure goal by providing the authority for the City's issuance of general obligation bonds.

Legal Considerations: The amending resolutions and ordinance have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the amending resolutions, place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: Amending resolutions and ordinance.

132019

First Published in the Wichita Eagle on September 23, 2011

RESOLUTION NO. 11-233

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON PUEBLO AND FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF AIRPORT ROAD & MARIPOSA FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF SIERRA & ON SIERRA FROM THE SOUTH LINE OF MARIPOSA TO THE NORTH CORNER OF LOT 3, BLOCK A AIRPORT INDUSTRIAL ADDITION (SOUTH OF KELLOGG, EAST OF RIDGE) 472-84646 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT PUEBLO AND FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF AIRPORT ROAD & MARIPOSA FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF SIERRA & ON SIERRA FROM THE SOUTH LINE OF MARIPOSA TO THE NORTH CORNER OF LOT 3, BLOCK A AIRPORT INDUSTRIAL ADDITION (SOUTH OF KELLOGG, EAST OF RIDGE) 472-84646 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-016 adopted on January 8, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Pueblo and from the east line of Ridge to the west line of Airport Road & Mariposa from the east line of Ridge to the west line of Sierra & on Sierra from the south line of Mariposa to the north corner of Lot 3, Block A Airport Industrial Addition (south of Kellogg, east of Ridge) 472-84646.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Seven Hundred Sixty-Five Thousand Dollars ($765,000) exclusive of the cost of interest on borrowed money, with 92.9 percent payable by the improvement district and 7.1 percent payable by the City-at-Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2007 exclusive of the costs of temporary financing.

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

ROLLING HILLS MESA ADDITION
Tract 1: Lot 1, Block A
Tract 2: Lot 2, Block A
Tract 3: Lot 3, Block A
Tract 4: Lot 4, Block A
Tract 5: Lot 11, Block A
Tract 6: Lot 12, Block A
Tract 7: Lot 13, Block A
Tract 8: Lot 14, Block A

Tract 9: Lot 1 Except the North 5 Feet and Except the West 5 Feet, Block B
Tract 10: Lot 2 Except the North 5 Feet, Block B
Tract 11: Lot 3 Except the North 5 Feet, Block B
Tract 12: Lot 4 Except the North 5 Feet, Block B
Tract 13: Lot 5 Except the North 5 Feet, Block B
Tract 14: Lot 6 Except the North 5 Feet, Block B

AIRPORT INDUSTRIAL ADDITION

Tract 15: That Part of Lot 1 Beginning 143 Feet North of the Southwest Corner East 184.33 Feet North 176.86 feet to the North Line Southwesterly 184.87 Feet to the Northwest Corner South 157 Feet to Beginning, Block A
Tract 16: East 100 Feet of Lot 1, Block A
Tract 17: Lot 1 Beginning 143 Feet North & 184.33 Feet East of the Southwest Corner South 29 Feet East 27.50 Feet South 91 Feet to the South Line East 74 Feet North 300 Feet to a Point North Line Southwesterly 104.83 Feet South 176.86 Feet to Beginning, Block A
Tract 18: That Part Lot 1 Beginning at the Southwest Corner North 143 Feet East 184.33 Feet South 29 Feet East 27.5 Feet South 91 Feet to the South Line Southwesterly 214.74 Feet to Beginning, Block A
Tract 19: Lot 2 Except the West 100 Feet, Block A
Tract 20: West 100 Feet of Lot 2, Block A
Tract 21: Lot 3 Except Beginning at the Northwest Corner South to the Southwest Corner East 90 Feet North 150 Feet East to East Line North 150 Feet West to Beginning, Block A
Tract 22: West 90 Feet of South 140 Feet of Lot 3, Block A
Tract 23: Beginning at the Northeast Corner of Lot 3 South 150 Feet Westerly 245 Feet North 150 Feet Easterly 245 Feet to Beginning, Block A
Tract 24: Beginning 90 Feet East of the Northwest Corner of Lot 3 South 150 Feet East 38.2 Feet North 150 Feet to the North Line West to the Beginning, Block A
Tract 25: West 90 Feet of Lot 3 Except the South 140 Feet Thereof, Block A
Tract 26: Lot 1 Except the North 160 Feet East 125 Feet & Except West 140 Feet & Except Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South Line Thence East 245.7 Feet to Southeast Corner North to Beginning, Block B
Tract 27: West 140 Feet of Lot 1 Except South 136 Feet, Block B
Tract 28: South 136 Feet West 140 feet of Lot 1, Block B
Tract 29: That Part of Lot 1 Beginning at the Northeast Corner South 160 Feet West 125 Feet North 146.22 Feet to Northerly Line Northeast 125.76 Feet to Beginning, Block B
Tract 30: Lot 2 Except East 116 Feet, Block B
Tract 31: East 116 Feet of Lot 2, Block B
Tract 32: Lot 3, Block B
Tract 33: Lot 4, Block B
Tract 34: Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South line Thence East 245.7 Feet to the Southeast Corner North to Beginning, Block B

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a Fractional basis with Tract 1 paying (8484/683833), Tract 2 paying (8408/683833), Tract 3 paying (8485/683833), Tract 4 paying (8313/683833), Tract 5 paying (8400/683833), Tract 6 paying (8455/683833), Tract 7 paying (8408/683833), Tract 8 paying (8429/683833), Tract 9 paying (9251/683833), Tract 10 paying (9736/683833), Tract 11 paying (9704/683833), Tract 12 paying (9747/683833), Tract 13 paying (9659/683833), Tract 14 paying (9789/683833), Tract 15 paying (15811/683833), Tract 16 paying (14947/683833),

Tract 17 paying (14379/683833), Tract 18 paying (13654/683833), Tract 19 paying (73745/683833), Tract 20 paying (15246/683833), Tract 21 paying (42809/683833), Tract 22 paying (12678/683833), Tract 23 paying (37340/683833), Tract 24 paying (5907/683833), Tract 25 paying (14252/683833), Tract 26 paying (9664/683833), Tract 27 paying (10335/683833), Tract 28 paying (9739/683833), Tract 29 paying (9804/683833), Tract 30 paying (58432/683833), Tract 31 paying (40828/683833), Tract 32 paying (70716/683833), Tract 33 paying (70332/683833), Tract 34 paying (17947/683833), of the total assessed to the improvement district. With all tracts being described above.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of September, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on September 23, 2011

RESOLUTION NO. 11-234

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON ELM FROM THE WEST LINE OF NEVADA TO THE EAST LINE OF DOUGHERTY (NORTH OF CENTRAL, WEST OF WEST STREET) 472-84777 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON ELM FROM THE WEST LINE OF NEVADA TO THE EAST LINE OF DOUGHERTY (NORTH OF CENTRAL, WEST OF WEST STREET) 472-84777 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-005 adopted on January 6, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Elm from the west line of Nevada to the east line of Dougherty (north of Central, west of West Street) 472-84777.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to One Hundred Seventy Thousand Dollars ($170,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after October 1, 2008 exclusive of the cost of temporary financing.

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

ANDREW WALKER ADDITION
Lots 1 and 2, Block 1

CENTRAL PLACE ADDITION
The south 263.59 feet of the north 323.6 of the East 187.15 Feet of lot 2 except for east 30 feet for street

HICKORY CREEK ADDITION
The west 121.15 feet of Lot 1
Lots 2 through 4 Inclusive

REPLAT OF LOTS 3, 4, 5, 6, 7, 8, 9 CENTRAL PLACE ADDITION
The south 32 Feet of Lots 12 and 19
Lots 13 through 18 Inclusive

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

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of September, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on September 23, 2011

RESOLUTION NO. 11-235

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON ELM FROM THE WEST LINE OF DOUGHERTY TO THE EAST LINE OF YOUNG (NORTH OF CENTRAL, WEST OF WEST STREET) 472-84778 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON ELM FROM THE WEST LINE OF DOUGHERTY TO THE EAST LINE OF YOUNG (NORTH OF CENTRAL, WEST OF WEST STREET) 472-84778 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-006 adopted on January 6, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Elm from the west line of Dougherty to the east line of young (north of Central, west of West Street) 472-84778.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to One Hundred Twenty-Five Thousand Dollars ($125,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after October 1, 2008 exclusive of the cost of temporary financing.

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

DOUGHERTY PLACE ADDITION
North 8 Feet of the East 167.3 Feet of Lot 1
South 102 Feet East 167.5 Feet Lot 2 Except East 9.8 Feet Thereof For Street
South 66.9 Feet Lot 3 Except West 30 Feet For Street & Except Thunderbird 3rd Addition & Except East 10 Feet
South ½ of the West ½ of the North 1 Acre of Lot 4 Except West 30 Feet For Street
East ½ of the North 1 Acre of Lot 4 Except East 10 Feet For Street

JERRY COMBS ADDITION
Lot 1

NIEDENS ADDITION
Lots 1 through 5 Inclusive
The North 50 Feet of Lot 6
The North 50 Feet of Lot 14
Lots 15 through 18 Inclusive

POWELL'S 6TH ADDITION
Lot 1

REPLAT OF PART OF LOT 3, DOUGHERTY PLACE ADDITION
Lots 1, 3, 4, 5
Lots 2 Except West Half Platted as Jerry Combs Addition

REPLAT OF PART OF LOT 4 DOUGHERTY PLACE ADDITION
Lot 1 and Vacated Murdock on North
Lot 7 and Vacated Murdock on North
Lots 2 through 6 Inclusive

THUNDERBIRD 3RD ADDITION
Lot 1

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

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of September, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on September 30, 2011

ORDINANCE NO. 49-097

AN ORDINANCE AMENDING ORDINANCE NO. 49-059 OF THE CITY OF WICHITA, KANSAS DECLARING SENECA, BETWEEN I-235 FREEWAY AND 31ST STREET SOUTH (472-84006) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance No. 49-059 is hereby amended to read as follows:

"SECTION 2. SECTION 2 of Ordinance No. 48-707 is hereby amended to read as follows:

SECTION 2. SECTION 3 of Ordinance of 46-162 is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvement is estimated to be Five Million Eight Hundred Forty-Three Thousand Eight Hundred Seventy-One Dollars ($5,843,871) exclusive of the cost of interest on borrowed money. To the extent the cost of such improvement is not paid by Federal Grants administered by the Kansas Department of Transportation, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum of $5,843,871, exclusive of the cost of interest on borrowed money."

SECTION 2. The original SECTION 2 of Ordinance No. 49-059 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, 27th day of September,2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Pawnee and Broadway Intersection Improvement (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget.

Background: On January 4, 2011, the City Council approved funding to improve the intersection of Pawnee and Broadway. The project is funded by a combination of City General Obligation Bonds and Federal transportation grants administered by the Kansas Department of Transportation (KDOT). The Wichita Area Planning Organization and KDOT have advised that additional Federal funding is available for the project. The project scope is unchanged. If favorable bids are received, City funding may be available to return to the Capital Improvement Program.

Analysis: The intersection will be reconstructed to replace the pavement and upgrade the traffic signals to include audible pedestrian signals and countdown pedestrian indications. Construction is planned to begin in 2011. Two-way traffic will be maintained throughout the project.

Financial Considerations: The approved project budget is $2,125,000, with $1,325,000 paid by the City and $800,000 paid by Federal grants administered by KDOT. The proposed revised project budget is $2,625,000, with $1,325,000 paid by the City and $1,300,000 by Federal grants. With the availability of additional Federal funds, a greater portion of the actual project cost will become federally funded.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow and safety at a major intersection**.**

Legal Considerations: The amending ordinance has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: CIP sheet and amending ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project [ ]

To Revise Project [X]

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/30/2011	Pawnee/Broadway Intersection Improvement

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2011	

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

12. Project Cost Estimate

ITEM	GO	KDOT	ARRA	TOTAL
Right of Way				
Bridge & Culvert				
Paving, grading, & const.	$1,325,000	$1,300,000		$2,625,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	$1,325,000	$1,300,000		$2,625,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84881

13. Recommendation: Approve the project and place the amending ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

Published in the Wichita Eagle on September 30, 2011

ORDINANCE NO. 49-098

AN ORDINANCE AMENDING ORDINANCE NO. 49-063 OF THE CITY OF WICHITA, KANSAS DECLARING THE INTERSECTION OF PAWNEE AND BROADWAY (472-84881) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. Section 2 of Ordinance No. 49-063 is hereby amended to read as follows:

"SECTION 2. Section 2 of Ordinance No. 48-930 is hereby amended to read as follows:

"SECTION 2. SECTION 3 of Ordinance No. 48-694 is hereby amended to read as follows:

"SECTION 3. The cost of the construction of the above described improvements is estimated to be Two Million Six Hundred Twenty-Five Thousand Dollars ($2,625,000) exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $2,625,000, exclusive of the cost of interest on borrowed money."

SECTION 2. The original Section 2 of Ordinance No. 49-063 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of September, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)
APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. II-14

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution – Old Town 20th Birthday Bash (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Old Town 20th Birthday Bash to be held on the Old Town Square Plaza at 2nd and Mead Streets from September 23rd through September 25, 2011. Consumption of alcoholic liquor is scheduled for Friday, September 23rd and Saturday, September 24, 2011, from 7 to 10 p.m. on Friday evening and from 8 to 11 p.m. on Saturday evening. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Section 3.11.080 of the code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

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

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: The Resolution has been prepared and approved by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Resolution.

Attachments: Resolution and Community Event Application for the Old Town 20th Birthday Bash.

RESOLUTION NO. 11-237

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOL LIQUOR ON PUBLIC STREETS DURING THE OLD TOWN 20TH BIRTHDAY BASH.

WHEREAS, the City Council has approved as a community event, the Old Town 20th Birthday Bash, to occur on September 23rd through September 25th, 2011.

WHEREAS, the City Council has approved Mead Street from Second Street North to Third Street North and Moore Street from Mead Street to Second Street North to to be closed to vehicular traffic for such event from 6:30 p.m. to 11:00 p.m. on Friday, September 23, 2011, and from 7:30 p.m. to 12:00 midnight on Saturday, September 24, 2011.

WHEREAS, a temporary permit has been issued by the State of Kansas and the City of Wichita for the consumption of alcoholic liquor at the Old Town 20th Birthday Bash.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Old Town 20th Birthday Bash on September 23, 2011 and September 24, 2011, during the times set forth above .

ADOPTED by the governing body of the City of Wichita, Kansas, this 20th day of September, 2011.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

8/26/2011

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:

Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:
The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee ($25 - non refundable) made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Street closure request defining traffic flow.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: August 26, 2011

Event Title: Old Town 20th Birthday Bash

Event Date(s)/Time: Friday, Sept. 23-Sunday, Sept. 24, 2011

Event Address for Permit: Farm & Art Market at 1st and Mosley; Old Town Square Plaza at 2nd and Mead.

8/26/2011

CITY OF WICHITA

Property *(Circle all that apply):* **PUBLIC**

Event Promoter Name: Wichita Downtown Development Corporation (Ann Keefer)

Address: 507 E. Douglas, Wichita, KS 67202

Phone: (316) 264-6005 **Mobile:**(316) 253-2210

E-mail: ann@downtownwichita.org

Will Alcoholic Liquor or CMB be sold and/or served? (*Circle one*): YES, at the Old Town Square Plaza location only

Onsite Alcohol Supervisor Name: Jason Smith

Address: 330 N Mead St., Wichita, KS 67278

Phone: (316) 440-5000 **Mobile:**(316) 841-9068

E-mail: Jason@oenowichita.com

Type of Event – (*Circle all that apply)*

Concert **Live Entertainment** **Street Closure**

Attendance: Public

Estimated Attendance: 500 at each location

Number of participants in previous years: **New event**
(If applicable)

8/26/2011

CITY OF WICHITA

Will admission be charged? No
(If yes, what amount?)

Is this event a fundraiser? No
(If yes, for what organization?)

Description of Event: **Free party, open to the public, to celebrate the 20th anniversary of Wichita's Old Town district. Event comprises the following:**

*** 5:30-7:30 p.m., Friday, Aug. 23, Farm & Art Market: Family friendly cake and ice cream party**

*** 7-10 p.m., Friday, Aug. 23, OTS Plaza, live concert within a TED district**

*** 8-11 p.m., Saturday, Aug. 24, OTS Plaza, live concert within a TED district**

Street Closure Requested *(Circle One):* **YES**

Date(s)/Time/Location of Street Closures: __

*** 6:30-11 p.m., Friday, Aug. 23, OTS Plaza: Mead from 2nd to 3rd Streets.**

*** 7:30-12 p.m., Saturday, Aug. 24, OTS Plaza: Mead from 2nd to 3rd Streets.**

I, Ann Keefer, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Ann Keefer — Signature of Event Applicant — Date 8/26/2011

WDDC — Organization/Event

City of Wichita Representative — Date 9/6/2011

Requirements: Based on the event factors, the city's regulation formula will determine the need and number of certified law enforcement officers required for street closures. The event sponsor and/or applicant is responsible for all cost associated with the event.

- Number of participants: 500 at each location
- Number of past participants: N/A
- Use of alcohol: Yes, at Old Town Square location only
- Time and duration:
  *** 7-10 p.m., Friday, Aug. 23, OTS Plaza: Mead from 2nd to 3rd Streets.**
  *** 8-11 p.m., Saturday, Aug. 24, OTS Plaza: Mead from 2nd to 3rd Streets.**

8/26/2011

- Location: Old Town Square, 2nd & Mead only
- Number and specific streets requested for closure: One: Mead from 2nd to 3rd Streets.

Sale and/or Consumption of Alcoholic Liquor or CMB: A CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Council.

Permit specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales between the hours of midnight and 6:00 a.m. for CMB.
- No sales between the hours of 2:00 a.m. and 9:00 a.m. for Alcoholic Liquor.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Council pursuant to the establishment of a Temporary Entertainment District (TED) as defined in Section 3.11.010(h) of the City Code. Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- **Applicant Must comply with all provisions of Section 3.11.065 of the City Code for sale of BOTH CMB and Alcoholic liquor**
- **Sale of CMB, must also comply with Section 4.12.215 of the City Code regarding lighting and fencing of outdoor areas**

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Wichita. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and consumption of Alcoholic Liquor may be handled by a licensed Caterer in some situations, such as events on private property or upon public property that has been exempted pursuant to Section 4.04.045 of the City code, and which does NOT include city streets, sidewalks or alleys.**

Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Wichita, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Council. Alcoholic Liquor may NOT be sold on the premises of a TED by a Caterer.

ATTN: CONNIE CLARK (4 pages)

COMMUNITY EVENT CHECKLIST and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov
Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*
Outdoor event on public and/or private property
Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.
The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

X 1. Certificate of Insurance - Must accompany initial application
On file in Connie Clark's office under Wichita Downtown Development Corp.
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of $500,000 public liability insurance and $50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

X 2. Site Plan – Must accompany initial application
Attached.
A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

X 3. Security Requirements – Minimum 15 day approval process:
Ann Keefer is working with Kelly O'Brien to establish and meet security needs.
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

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X 4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application
Incorporated into attached Site Map.
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.
Only temporary street markings are allowed and must be removed immediately upon completion of the event.
X 5. Trash Receptacles – Minimum 15 day approval process
Working with AAA to establish and meet sanitation needs.
The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.
X 6. Portable Restrooms – Minimum 15 day approval process
Working with AAA to establish and meet sanitation needs.
The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.
N/A 7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process
Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**
N/A 8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process
Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

X 9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process

License applicant is Melad Stephan, Empire Restaurant Group: 440-5000

The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

X 10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process

Onsite supervisor is Jason Smith, Empire Restaurants: 841-9068

The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

N/A 11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process

A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.

If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

N/A 12. Parade (Chapter 3.13.020) – Minimum 10 day approval process

Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

N/A 13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process

Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

N/A 14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process

Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

N/A 15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.

Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

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X 16. Event Times - (Municipal Code Section 3.11.155)
Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

X 17. Noise Level – (Chapter 7.41)
The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

X 18. Miscellaneous
No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Ann Keefer — Ann Keefer 8/26/2011
Signature of Event Applicant Date

Mojo Events & Promotions
Organization/Event

9/6/2011
City of Wichita Representative Date

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01-30-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WILLIS OF GREATER KANSAS INC/PHS
276320 P:(866)467-8730 F:(877)538-8526
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)538-8526
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
WICHITA DOWNTOWN DEVELOPMENT CORPORATION
507 E. DOUGLAS AVE.
WICHITA KS 67202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Ins Co	
INSURER B : Twin City Fire Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT [X] LOC			37 SBA AP2773	03/31/2011	03/31/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			37 SBA AP2773	03/31/2011	03/31/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE [X] RETENTION $ 10,000			37 SBA AP2773	03/31/2011	03/31/2012	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		37 WEC NX3206	03/31/2011	03/31/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CITY OF WICHITA
455 N MAIN ST
WICHITA, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Taylor

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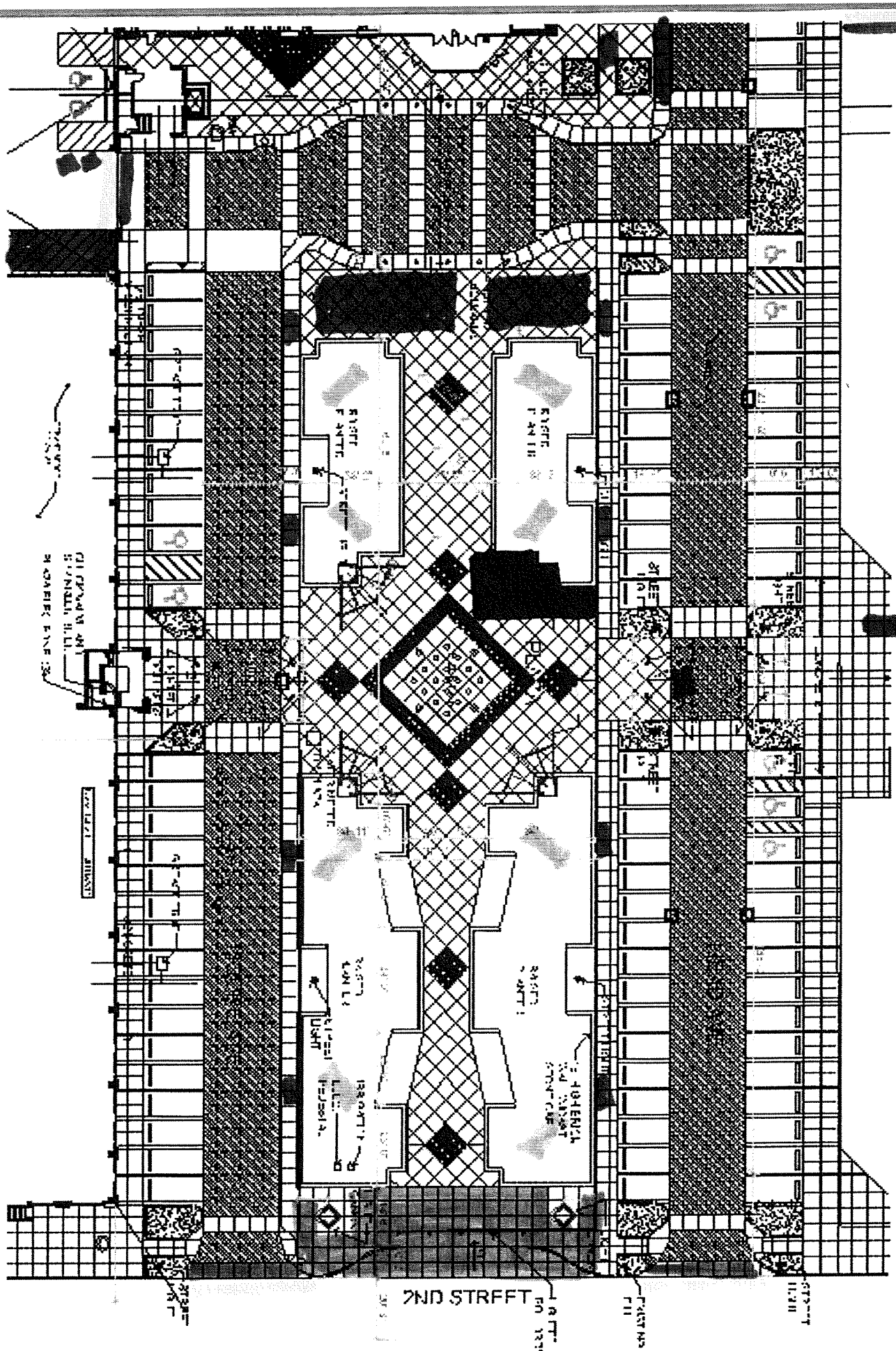


• OLD TOWN [redacted] 20TH BIRTHDAY BASH • 8/26/2011

Site Map Legend and Details

Old Town 20th Birthday Bash
Contact: Ann Keefer, 264-6005 or Teri Mott, (614) 506-9307

Entry/Exit Point (in blue):
a. From Second street at both Mead barricades
b. From parking garage at west end of Moore.
c. From north end of Mead at barricade.
d. From the breezeway on the east side of the plaza.
e. There is no admission charge for event.

Barricades (in yellow):
a. One each at the Mead entrances to Old Town Square from Second Street.
b. One blocking the east entrance to the parking garage from Moore.
c. One blocking Mead on the north end of the plaza, in line with the property line dividing Beyond Napa and Harvester Apartments.

Signage:
a. Street closure notification signs at:
* Third and Mead
* Third and Washington
* Mead and Central

b. "No Alcohol Past This Point" signs on all barricades and entry/exit points.

Participating Establishments:
a. Confirmed:
* Oeno
* Caffe Moderne
* Sabor
* Luca

b. Pending:
* Old Chicago
* Imbiss Grill
* Hana Café
* Warren Old Town Theatres

c. Note: Property owners and businesses have been notified.

Portable Toilets (in fuchsia):
a. Total of eight:
* Four against the south wall just inside the parking garage entrance at the west end of Moore.
* Two against the north wall at the east end of the breezeway on the east side of the plaza.
* Two against the east wall of the Warren, just northwest of Mead and Moore.

City Stage (in green):
a. At south-center end of plaza.
b. Adjacent to Second Street, facing north.
c. Utilize nearest power source.

Alcohol Distribution Point (in purple):
* In northeast corner of center of plaza.
* Electricity will be needed here.

Trash Carts (in orange):
a. A total of twelve.
b. On sidewalk and Mead and Moore (1).
c. In breezeway (1).
d. Four on each side of the central plaza (8).
e. At entrance to parking garage on west end of Moore (2).

Additional Needs:
a. 8-12 picnic tables (in pink) dependent on recommendation from Parks & Rec.
b. Two bleachers (in red), on the sidewalk at the north end of the central plaza, facing south.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 26th day of August, 2011, between Wichita Downtown Development Corporation, a corporation existing under the laws of the State of Kansas ("WDDC") and the City of Wichita, Kansas (the "City") to memorialize the agreement of the parties concerning their relationship for the purpose of conducting the 2011 The Anniversary of Old Town.

Recitals

WHEREAS, WDDC is organizing, promoting and conducting The Anniversary of Old Town as a unique event and community celebration;

WHEREAS, it is the intent of the City of Wichita and Wichita Downtown Development Corporation to work in cooperation and partnership with the each other to produce The Anniversary of Old Town; and

WHEREAS, the City of Wichita seeks to support The Anniversary of Old Town, and WDDC and the City enter into this MOU that delineates the respective rights and obligations of the parties and defines their relationship for The Anniversary of Old Town.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, WDDC and the City agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. SECURITY FOR THE ANNIVERSARY OF OLD TOWN

WDDC shall be responsible, according to Section 3.11.060 of the Code of the City of Wichita, to pay the police staffing costs for event specific assignments for The Anniversary of Old Town. All security and police staffing, as may be required, is to be provided by certified law enforcement officers or other licensed and certified private security personnel.

WDDC will contract with Wichita Police Department officers to fill the required security positions as required by the Chief of Police through the WPD special operations/special events coordinator. WDDC will pay Wichita Police Department officers at the special event rate of $30 per hour or an amount agreed upon between WDDC and the individual officer. In the event sufficient numbers of Wichita Police Department officers do not sign up to fill the required positions, security staffing may be obtained by employing licensed and certified private security personnel and certified law enforcement from other jurisdictions, as approved by the City through the Wichita Police Department. Officers hired by WDDC shall be considered contract employees of WDDC. Wichita Police

Department Officers hired for The Anniversary of Old Town shall be entitled to workers compensation coverage provided by the City of Wichita.

The City of Wichita agrees to pay for extraordinary police services which exceed the requirements set forth above and are deemed necessary by the Chief of Police. Such services include, but are not limited to: mounted patrol officers, bomb squad, SCAT and SWAT officers and officers required for the operation of the command center. The Wichita Police Department will work in cooperation with WDDC to define which of the above groups represent necessary safety components for use during The Anniversary of Old Town.

3. IN KIND SERVICES FOR THE ANNIVERSARY OF OLD TOWN

The City agrees to provide in kind services to WDDC in an amount not to exceed $5000.00 (the "City In Kind Contribution"). Such in kind services are those additional services and items required specifically for The Anniversary of Old Town, and which the City would not provide in the absence of The Anniversary of Old Town. Such in kind services include, but are not limited to: additional street sweeping, additional trash removal, barricading and the removal of such barricades for streets and public parking lots for various events, use of the portable stage, use of available City picnic tables (not to exceed fifty) , use of City portable bleachers, use of plazas facilities, space and parking, and other similar services.

A meeting shall be held between representatives of WDDC and the City departments impacted by The Anniversary of Old Town, to outline the in kind services requested by WDDC and those deemed necessary by the City in preparation and execution of The Anniversary of Old Town. Requests for the set up, use and delivery of picnic tables, portable bleachers and the portable stage shall be finalized with the Director of Park and Recreation, or his designee, no later than thirty days prior to the start of the festival. The City shall determine the value of the City In Kind Contribution by utilizing the salary costs associated with City staff, equipment costs, the rental value of items such as the stage, tables and barricades and any additional actual costs incurred by the City.

4. REPORTS & ACCOUNTING

Within 90 days after the completion of The Anniversary of Old Town, the City shall provide WDDC with a report and accounting that sets forth and itemizes the City's determination of the value of the City In Kind Contribution as described in Section 3 above. The parties agree that they will cooperate with each to provide information and documents that either party may request with regard to the parties' obligations under Sections 3 and 4 above.

5. APPLICATION PROCESS

WDDC shall be responsible for payment of the multiple day community event permit fee, $1,000.00 as set forth by the city code and all other licensing fees which may be applicable to specific events conducted by WDDC. All proposed activities and license applications must be submitted by WDDC for approval by the City of Wichita, no later than forty-five (45) days prior to the event.

6. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

WDDC and the City agree that they have a joint obligation to comply with the Americans with Disabilities Act. (ADA). WDDC and the City agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals. WDDC will ensure, to the full extent required by the ADA, that qualified individuals with disabilities receive equitable access to the programs and activities provided by WDDC.

7. INDEMNIFICATION

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, and employees against any and all claims, damage, liability, injury expense, demands, causes of actions, judgments including court costs and attorney's fees arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the state of Kansas. Provided, however, that such indemnification shall not be required to the extent that the City has a defense against or limitation of its liability under the Kansas Tort Claims Act.

The parties agree this provision shall survive the termination of this MOU.

8. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this MOU, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

9. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

10. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations or interest in it.

11. TERM

The term of this MOU will be for two (2) years from the date of the parties' execution, with a one year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 13 below.

12. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

City:

Carl Brewer, Mayor, City of Wichita
455 N. Main, 13th Floor
Wichita, Kansas 67202

WDDC:

Jeff Fluhr, President
507 E. Douglas
Wichita, Kansas 67202

~~Wichita Festivals, Inc.:~~ J.C.F.

Wichita, Kansas 67214

13. SEVERABILITY

If any term, provision, covenant or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

~~Wichita Festivals Inc,~~

By: N/A J.C.F.
Chief Operating Officer

Date: N/A J.C.F.

City of Wichita

By: _____
Mayor, City of Wichita

Date: _____

Wichita Downtown Development Corporation

By: _____

Date: 08/26/2011

Second Reading Ordinances for September 20, 2011 (first read on September 13, 2011)

Public Hearings for Douglas Place TIF Project Plan, Community Improvement District and Façade Improvements. (District I)

ORDINANCE NO. 49-079

An ordinance authorizing the issuance of certain bonds of the City of Wichita, Kansas to pay all or a portion of the costs of land acquisition and construction of a public parking garage and urban park in the Douglas Place Redevelopment Project Area.

ORDINANCE NO. 49-080

An ordinance of the City of Wichita establishing the Douglas and Broadway Community Improvement District**.**

ORDINANCE NO. 49-081

An ordinance levying and assessing maximum special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the city of Wichita, Kansas, as authorized by resolution no. 11-213 of the city (104 South Broadway Facade Improvement District).

ORDINANCE NO. 49-082

An ordinance levying and assessing maximum special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the city of Wichita, Kansas, as authorized by resolution no. 11-215 of the city (104 South Broadway Facade Improvement District).

ORDINANCE NO. 49-083

An ordinance levying and assessing maximum special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the city of Wichita, Kansas, as authorized by resolution no. 11-216 of the city (104 South Broadway Facade Improvement District**).**

ORDINANCE NO. 49-084

An ordinance adopting a project plan or the Douglas Place Project in the Center City South Redevelopment District.

ORDINANCE NO. 49-100

An ordinance of the City of Wichita, Kansas (the "City"), approving certain planned construction and approving and authorizing the execution of a development agreement between the City and Douglas Place, LLC regarding development of property at and adjacent to Douglas and Broadway for purposes of a Boutique Hotel, a parking garage and an urban park, all pursuant to Charter Ordinance No. 203

CHARTER ORDINANCE NO. 216

A charter ordinance amending and repealing Section 1 of Charter Ordinance No. 213 of the city of Wichita, Kansas, which amended and repealed Section 1 of Charter Ordinance No. 183 of the City of Wichita, which amended and repealed Section 1 of Charter Ordinance No. 174 of the City of Wichita, Kansas, pertaining to the application of revenues from the transient guest tax.

Amendments to the City of Wichita Residential Building Code (Title 18.51) to adopt revised foundation, basement and slab-on-grade construction standards for one and two family dwellings.

ORDINANCE NO. 49-085

An ordinance amending and repealing the original of Sections 18.51.115, 18.51.390, 18.51.400, 18.51.402 and 18.51.420; and creating Sections 18.51.113, 18.51.382, 18.51.383, 18.51.384, 18.51.401 and 18.51.401(a) of Title 18.51 of the code of the City of Wichita, Kansas.

ZON2011-00021 – City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located on the west side of Hoover Street, Southwest of the terminus of 9th Street North. (District VI)

ORDINANCE NO. 49-086

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.

47th Street South Improvement, between Lulu and Hydraulic. (District III)

ORDINANCE NO. 49-087

An Ordinance amending Ordinance No. 48-559 of the City of Wichita, Kansas declaring 47th Street South, between Hydraulic and Lulu (472-84872) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

ZON2011-00023 – City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located south of Maple Street, on the west side of Sheridan Avenue and north of University Avenue. (District IV)

ORDINANCE NO. 49-088

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.

SUB2011-00026 -- Plat of Lord's Diner S. Hillside Addition located north of 31st Street South on the west side of Hillside. (District III)

ORDINANCE NO. 49-089

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.

A11-03 – Request by Michael E. and Kathy K. Smith to annex lands generally located one-half mile north of 21st Street North on the west side of 159th Street East. (District II)

ORDINANCE NO. 49-090

An Ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (A11-03)

ORDINANCE NO. 49-091

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 I-I, as adopted by Section 28.04.010, as amended.

Public Hearing and Issuance of Hospital Facilities Improvement and Refunding Revenue Bonds, Via Christi Health System, Inc. (Districts II, III, and VI)

ORDINANCE NO. 49-101

An Ordinance authorizing the City of Wichita, Kansas to issue its hospital facilities refunding and improvement revenue bonds (Via Christi Health, Inc.) in the total aggregate principal amount of not to exceed $200,000,000 for the purposes of refunding certain outstanding 2001 hospital facilities revenue bonds and purchasing, acquiring, constructing and furnishing hospital improvements to Wichita and Pittsburg, Kansas hospital facilities; prescribing the form and authorizing execution of a bond indenture by and between the City and the Bank of New York Mellon Trust Company, N.A., as bond trustee; prescribing the form and authorizing the execution of a fourth supplemental restated and amended lease by and between the City and Via Christi Hospitals Wichita, Inc.; prescribing the form and authorizing the execution of a sixth supplemental hospital sublease and obligation no. 6a by and between the City and Via Christi Hospitals Wichita, inc.; prescribing the form and authorizing the execution of a second supplemental lease by and between the City and Via Christi Hospital Pittsburg, Inc.; prescribing the form and authorizing the execution of a third supplemental sublease and obligation no. 6b by and between the City and Via Christi Hospital Pittsburg, Inc.; approving the form of guaranty agreement and obligation no. 6aa by and between Via Christi Hospitals Wichita, Inc. and the bond trustee; approving the form of guaranty agreement and obligation no. 6bb by and between Via Christi Hospital Pittsburg, Inc. and the bond trustee; prescribing the form and authorizing execution of a tax compliance agreement by and between the City, the bond trustee, Via Christi Health, inc., Via Christi Hospitals Wichita, Inc., and Via Christi Hospital Pittsburg, Inc.; prescribing the form and authorizing the execution of bond purchase agreements by and between the City, Via Christi Health, Inc. and Morgan Stanley & Co. LLC, as purchaser of certain bonds; prescribing the form and authorizing the execution of a bond placement agreement by and between the City, Via Christi Health, Inc. and JPMorgan Chase Bank, N.A., as original purchaser of certain bonds**.**

ZON2011-00022 City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property located at 532 South St. Paul. (District IV)

ORDINANCE NO. 49-102

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.

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

SUBJECT: ZON2011-00024 – City zone change from SF-5 Single-Family Residential to GC General Commercial; generally located on the east side of Webb Road between Von Thaden Street and Chamberlin Street. (District II)

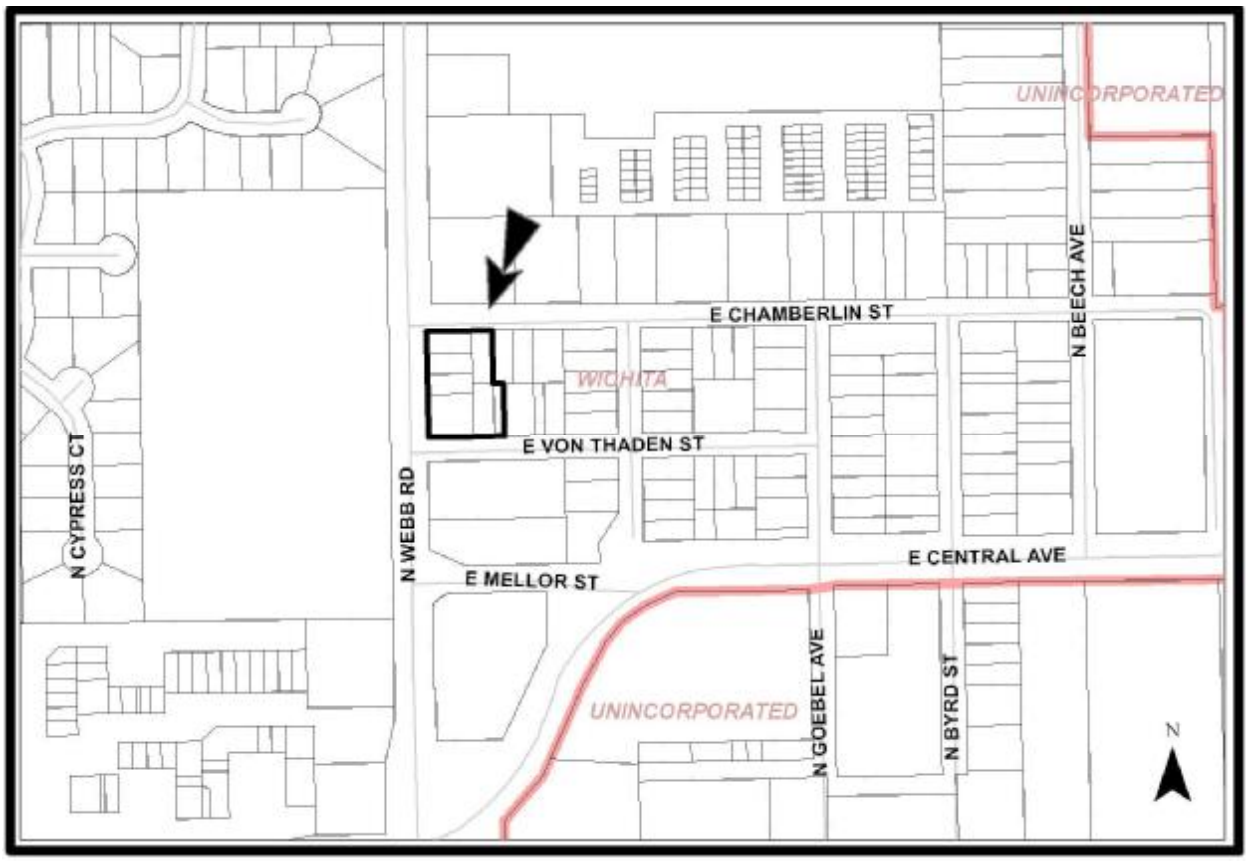
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommendation was to approve the request (13-0).

MAPD Staff Recommendation: The MAPD staff recommendation was to approve the request.

DAB Recommendation: The District II Advisory Board recommendation was to approve the request (9-1).



BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential ("SF-5") to GC General Commercial ("GC") on a 1.04-acre property located on the east side of Webb Road between Von Thaden Street and Chamberlin Street. This site is located within "Area A" of the "Airport Hazard Map," which limits heights to 25 feet unless specifically reviewed and permitted by a separate procedure by the FAA.

The zoning pattern east of Webb Road is somewhat unusual, with the majority of the land being zoned LI. This pattern emerged because of Beechcraft's manufacturing plants south of Central and its employee recreation lake/park and runways north of Central. A cluster of residences (site built homes, manufactured homes, trailers, even travel trailers as witnessed by the subdivision plat's name "Travel Air City") is imbedded within the square mile bounded by Central to Webb Road to 13th Street North to Greenwich Road. These residential tracts were zoned SF-20 while in the unincorporated area of Sedgwick County and transferred to SF-5 when annexed into the City of Wichita. Two presumption of abandonment cases were approved in this area during the past year (BZA2010-00019 and BZA2011-00053).

Today, the property to the north has been rezoned to GC (ZON2002-00033) and the property to the south has been rezoned to LI (SCZ-0757). Conditional Uses for Car Washes have been approved in both these properties (CON2007-00040 for the land north of Chamberlin Street and CON2000-00036 for the land 100 feet south of Von Thaden Street). Other uses to the north and east of Webb Road include a small commercial strip center and mini-storage units located on property zoned GC and an indoor/outdoor amusement park farther north on property zoned LI. The properties to the south and east of Webb Road are zoned LI and include a car repair business, the car wash previously discussed, a building with a convenience store center and several other businesses and the Beechcraft plants to the south of Central.

West of Webb Road, the character and zoning pattern contrasts starkly with the LI/GC character to the east. The property is zoned SF-5 and developed with Minneha Elementary School directly across from the requested zone change and the Lakepoint planned residential development to the northwest. LC Limited Commercial ("LC") zoning is located to the southwest, at the corner of Central and Webb Road, and is developed with a bank and an office park.

The property is situated between SF-5 to the east and west, LC to the southwest, LI to the south and GC to the north. The applicant originally filed for LI Limited Industrial ("LI") but based on the presence of the SF-5, LC and GC zoning on three edges of the property, staff recommended and the applicant agreed that GC was a better fit.

Analysis: At the MAPC meeting held August 18, 2011, the MAPC voted (13-0) to approve the request for the zone change from SF-5 to GC. No citizens were present to speak on the case. At the District II Advisory Board held August 1 2011, the DAB voted (9-1) to recommend approval of the requested change to GC. No opposition was expressed at the DAB meeting. No protests have been received.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The impact of the zone change would be to promote Economic Vitality.

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

Recommendation/Actions: Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance.

Attachments:

- Ordinance
- DAB II Memo
- MAPC Minutes

OCA 150004

ORDINANCE NO. 49-099

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. ZON2011-00024

Zone change from SF-5 Single-Family Residential ("SF-5") to GC General Commercial ("GC") on a 1.04-acre property described as:

Lots 17, 18, 19, 30 and 31, Block 4, and Lots 20, 21, 22, 23, 24, 25, 26 & 27, EXCEPT the West 5 feet for street, Block 4, and Lots 28 and 29, EXCEPT the West 20 feet for street, Block 4, Travel Air City Addition to Wichita, Sedgwick County, Kansas.

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.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **CON2011-00024**

DATE: August 8, 2011

On Monday, August 1, 2011, the District II Advisory Board considered a request for zoning change located at the East side of Webb Road between Von Thaden Street and Chamberlin Street (District II).

The applicant is requesting a zone change from SF-5 Single-Family Residential ("SF-5") to LI Limited Industrial ("LI") on a 1.04-acre property located on the east side of Webb Road between Von Thaden Street and Chamberlin Street. This site is located within "Area A" of the "Airport Hazard Map," which limits heights to 25 feet unless specifically reviewed and permitted by a separate procedure by the FAA.

The zoning pattern east of Webb Road is somewhat unusual, with the majority of the land being zoned LI. This pattern emerged because of Beechcraft's manufacturing plants south of Central and its employee recreation lake/park and runways north of Central. A cluster of residences (site built homes, manufactured homes, trailers, even travel trailers as witnessed by the subdivision plat's name "Travel Air City") is imbedded within the square mile bounded by Central to Webb Road to 13th Street North to Greenwich Road. These residential tracts were zoned SF-20 while in the unincorporated area of Sedgwick County and transferred to SF-5 when annexed into the City of Wichita. Two presumption of abandonment cases were approved in this area during the past year (BZA2010-00019 and BZA2011-00053).

Today, the property to the north has been rezoned to GC (ZON2002-00033) and the property to the south has been rezoned to LI (SCZ-0757). Conditional Uses for Car Washes have been approved in both these properties (CON2007-00040 for the land north of Chamberlin Street and CON2000-00036 for the land 100 feet south of Von Thaden Street). Other uses to the north and east of Webb Road include a small commercial strip center and mini-storage units located on property zoned GC and an indoor/outdoor amusement park farther north on property zoned LI. The properties to the south and east of Webb Road are zoned LI and include a car repair business, the car wash previously discussed, a building with a convenience store center and several other businesses and the Beechcraft plants to the south of Central.

West of Webb Road, the character and zoning pattern contrasts starkly with the LI/GC character to the east. The property is zoned SF-5 and developed with Minneha Elementary School directly across from the requested zone change and the Lakepoint planned residential development to the northwest. LC Limited Commercial ("LC") zoning is located to the southwest, at the corner of Central and Webb Road, and is developed with a bank and an office park.

CASE HISTORY: The property is platted as Travel Air City Addition, recorded October 2, 1929.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, LI, SF-5	Car wash, small commercial center, All-Star Sports, Beech Lake
SOUTH:	LI	Car repair, car wash, convenience store and businesses, Beech
EAST:	SF-5	Mixed types of residential uses
WEST:	SF-5, LC	Minneha Elementary School, Lakepoint Community, office, bank

PUBLIC SERVICES: The site has access from Webb Road, a four-lane principal arterial. A cross-walk for Minneha Elementary School is located at the mid-point of the block between Chamberlin Street and Von Thaden Street, connecting to the sidewalk in front of this zone change request. Traffic counts (Annual Average Daily Traffic or AADTs) were 17,495 vehicles per day on Webb Road in 2006. Other normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for "employment/industry center." LI zoning would fit within this designation. The location of the property abutting an arterial would require compliance with landscaping and screening along the Webb Road and along common property lines with SF-5 zoning.

DAB Questions/Concerns:

- Will construction in the area impact the crosswalk near the Elementary School?
- Is the lot currently vacant?

Recommended Action: The **DAB** voted **(9-0)** to accept the Planning Staff's recommendation.

Antione Sherfield
Neighborhood Assistant – District II

EXCERPT MINUTES OF THE AUGUSG 28, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

Case No.: ZON2011-24 - Triple J of Wichita, LLC (owner) requests a City Zone Change from SF-5 Single-Family Residential to LI Limited Industrial on property described as:

Lots 17, 18, 19, 30 and 31, Block 4, and Lots 20, 21, 22, 23, 24, 25, 26 & 27, EXCEPT the West 5 feet for street, Block 4, and Lots 28 and 29, EXCEPT the West 20 feet for street, Block 4, Travel Air City Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential ("SF-5") to LI Limited Industrial ("LI") on a 1.04-acre property located on the east side of Webb Road between Von Thaden Street and Chamberlin Street. This site is located within "Area A" of the "Airport Hazard Map," which limits heights to 25 feet unless specifically reviewed and permitted by a separate procedure by the FAA.

The zoning pattern east of Webb Road is somewhat unusual, with the majority of the land being zoned LI. This pattern emerged because of Beechcraft's manufacturing plants south of Central and its employee recreation lake/park and runways north of Central. A cluster of residences (site built homes, manufactured homes, trailers, even travel trailers as witnessed by the subdivision plat's name "Travel Air City") is imbedded within the square mile bounded by Central to Webb Road to 13th Street North to Greenwich Road. These residential tracts were zoned SF-20 while in the unincorporated area of Sedgwick County and transferred to SF-5 when annexed into the City of Wichita. Two presumption of abandonment cases were approved in this area during the past year (BZA2010-00019 and BZA2011-00053).

Today, the property to the north has been rezoned to GC (ZON2002-00033) and the property to the south has been rezoned to LI (SCZ-0757). Conditional Uses for Car Washes have been approved in both these properties (CON2007-00040 for the land north of Chamberlin Street and CON2000-00036 for the land 100 feet south of Von Thaden Street). Other uses to the north and east of Webb Road include a small commercial strip center and mini-storage units located on property zoned GC and an indoor/outdoor amusement park farther north on property zoned LI. The properties to the south and east of Webb Road are zoned LI and include a car repair business, the car wash previously discussed, a building with a convenience store center and several other businesses and the Beechcraft plants to the south of Central.

West of Webb Road, the character and zoning pattern contrasts starkly with the LI/GC character to the east. The property is zoned SF-5 and developed with Minneha Elementary School directly across from the requested zone change and the Lakepoint planned residential development to the northwest. LC Limited Commercial ("LC") zoning is located to the southwest, at the corner of Central and Webb Road, and is developed with a bank and an office park.

CASE HISTORY: The property is platted as Travel Air City Addition, recorded October 2, 1929.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, LI, SF-5	Car wash, small commercial center, All-Star Sports, Beech Lake
SOUTH:	LI	Car repair, car wash, convenience store and businesses, Beech
EAST:	SF-5	Mixed types of residential uses
WEST:	SF-5, LC	Minneha Elementary School, Lakepoint Community, office, bank

PUBLIC SERVICES: The site has access from Webb Road, a four-lane principal arterial. A cross-walk for Minneha Elementary School is located at the mid-point of the block between Chamberlin Street and Von Thaden Street, connecting to the sidewalk in front of this zone change request. Traffic counts (Annual Average Daily Traffic or AADTs) were 17,495 vehicles per day on Webb Road in 2006. Other normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for "employment/industry center." LI zoning would fit within this designation. The location of the property abutting an arterial would require compliance with landscaping and screening along the Webb Road and along common property lines with SF-5 zoning.

RECOMMENDATION: The historic zoning pattern of land use and ownership east of Webb Road was industrial use or ownership (Beech Lake and large holdings for runway safety) except for the pocket of residential use that includes this subject tract. This pocket of residential use appears to have been developed as nearby housing for Beech workers. The Comprehensive Plan identified the residential area as being "employment/industry center" in order to encourage the elimination of housing from close proximity to the Beechcraft factory and test runways. However, since 2000, Beechcraft has sold off significant amounts of its property and the land has been redeveloped in commercial and residential uses rather than industrial use. The most recent cases in the vicinity were for GC or to allow the continued use of manufactured homes by overcoming the presumption of abandonment. Substituting GC zoning for LI eliminates the following uses: Correctional Facility, Day Reporting Center, Airstrip, Construction Burn Site, Freight Terminal, Gas and Fuel Storage, Landfill, Transfer Station, Wrecking/Salvage Yard, Agricultural Processing and Grain Storage. Construction Sales and Service, Manufacturing and Welding Shops are allowed in GC but need to have a retail component along the street frontage. GC zoning retains the possibility of residential uses (which includes multi-family, assisted living and group residences), school (a Conditional Use in LI), Bed and Breakfast Inn, Kennel, Hobby, Recreational Vehicle Campground and Riding Academy or Stable.

Based upon the emerging development pattern and information available prior to the public hearings, GC appears to be a better zoning fit than LI. Planning staff recommends rezoning of the property from SF-5 to GC, rather than LI, be approved.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This site is located within "Area A" of the "Airport Hazard Map," which limits heights to 25 feet unless specifically reviewed and permitted by a separate procedure by the FAA. The zoning pattern east of Webb

Road is somewhat unusual, with the majority of the land being zoned LI. This pattern emerged because of Beechcraft's manufacturing plants south of Central and its employee recreation lake/park and runways north of Central. A cluster of residences (site built homes, manufactured homes, trailers, even travel trailers as witnessed by the subdivision plat's name "Travel Air City") is imbedded within the square mile bounded by Central to Webb Road to 13th Street North to Greenwich Road. These residential tracts were zoned SF-20 while in the unincorporated area of Sedgwick County and transferred to SF-5 when annexed into the City of Wichita. Two presumption of abandonment cases were approved in this area during the past year (BZA2010-00019 and BZA2011-00053).

The property to the north has been rezoned to GC (ZON2002-00033) and the property to the south has been rezoned to LI (SCZ-0757). Conditional Uses for Car Washes have been approved in both these properties (CON2007-00040 for the land north of Chamberlin Street and CON2000-00036 for the land 100 feet south of Von Thaden Street). Other uses to the north and east of Webb Road include a small commercial strip center and mini-storage units located on property zoned GC and an indoor/outdoor amusement park farther north on property zoned LI. The properties to the south and east of Webb Road are zoned LI and include a car repair business, the car wash previously discussed, a building with a convenience store center and several other businesses and the Beechcraft plants to the south of Central.

West of Webb Road, the character and zoning pattern contrasts starkly with the LI/GC character to the east. The property is zoned SF-5 and developed with Minneha Elementary School directly across from the requested zone change and the Lakepoint planned residential development to the northwest. LC zoning is located to the southwest, at the corner of Central and Webb Road, and is developed with a bank and an office park.

2. The suitability of the subject property for the uses to which it has been restricted: Due to its location along Webb Road and the intensity of uses to the north and south, the property is less suited for SF-5 use than a commercial designation, unless the SF-5 be used as in an institutional manner such as the property across the street where Minneha Elementary School is located.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The potential effect would be from allowing the most intensive uses of the LI district directly across the street from the school, the planned residential development to the northwest and the other retail/commercial type development along Webb Road. Substituting GC zoning for LI eliminates the following uses: Correctional Facility, Day Reporting Center, Airstrip, Construction Burn Site, Freight Terminal, Gas and Fuel Storage, Landfill, Transfer Station, Wrecking/Salvage Yard, Agricultural Processing and Grain Storage. Construction Sales and Service, Manufacturing and Welding Shops are allowed in GC but need to have a retail component along the street frontage. GC zoning retains the possibility of residential uses (which includes multi-family, assisted living and group residences), school (a Conditional Use in LI), Bed and Breakfast Inn, Kennel, Hobby, Recreational Vehicle Campground and Riding Academy or Stable. To summarize, the

switch from LI to GC encourages the range of uses more compatible with the surrounding residential, institutional and commercial uses.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for "employment/industry center." LI zoning would fit within this designation. The location of the property abutting an arterial would require compliance with landscaping and screening along the Webb Road and along common property lines with SF-5 zoning.

6. Impact of the proposed development on community facilities: The volume of traffic increase will depend on the specific use of the site. Without a definite proposed use it is difficult to anticipate the increased volume of traffic. The location of the school crosswalk and signal seems to indicate heavy traffic volumes would be undesirable. The small size of the site does not preclude but reduces the likelihood of a use associated with heavy truck traffic, but may encourage fast-food restaurants with high volumes of drive-through traffic.

DONNA GOLTRY, Planning Staff presented the Staff Report. She stated that staff recommended General Commercial GC rather than Limited Industrial LI and the applicant was in agreement with that recommendation.

MOTION: To approve subject to staff recommendation.

SHEETS moved, **HENTZEN** seconded the motion, and it carried (13-0).

Agenda Item No. II-17

City of Wichita
City Council Meeting
September 20, 2011

TO: Mayor and City Council

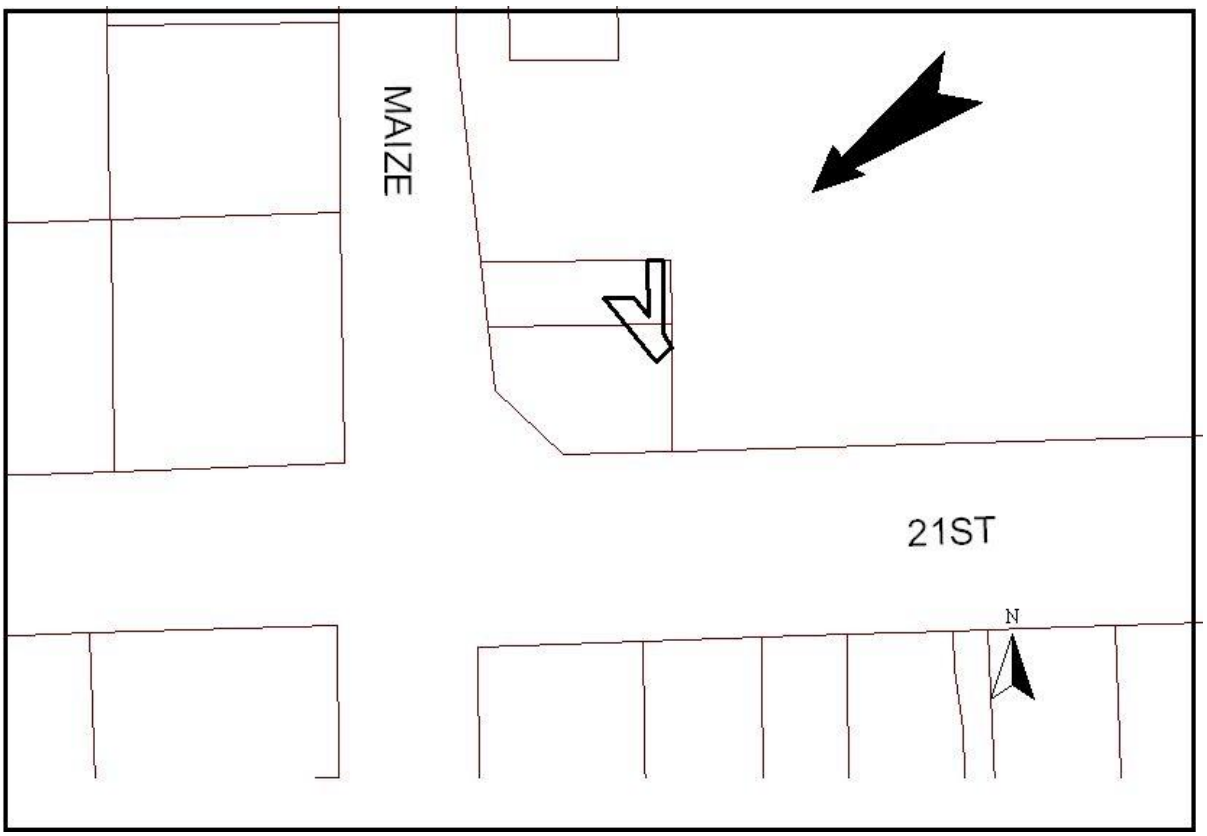
SUBJECT: VAC2011-00019 - Request to vacate easements dedicated by separate instruments; generally located on the northeast corner of 21st Street North and Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



Background: The applicant proposes to vacate the south 70.11 – 56.58 feet of the 20-foot wide utility easement dedicated by separate instrument (FLM/PG 28814832) and the south 100 feet of the 10-foot wide utility easement, dedicated by separate instrument (FLM 161/PG 1005-1007), all located in Lot 5, Chadsworth Commercial 2nd Addition. A public sewer line is located in the described 20-foot wide easement. The applicant has an approved project, PPS 2019, to revert the sewer line in the portion of the described easement proposed to be vacated, into a private line and build a new manhole to end the remaining public sewer line. There are no utilities in the described 10-foot wide easement that is proposed to be vacated. The Chadsworth Commercial 2nd Addition was recorded with the Register of Deeds August 14, 1995.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
September 20, 2011

TO: Wichita Airport Authority

SUBJECT: ACT 3 Landside Utilities - Phase I, and Mid-Continent Drive Relocation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 Program (ACT 3) is included in the Airport Capital Improvement Program (CIP). This project relocated critical utilities to provide a clear construction site and relocated Mid-Continent Drive in preparation for the terminal building project.

Analysis: Construction occurred during the Fall of 2009 and into the Spring of 2010 with specific due dates established by contract to prepare the site for the new terminal construction. During that timeframe, adverse weather and unforeseen conditions delayed the completion of the project. Inspection services were continued in order to monitor the project and construction administrative services were also provided by HNTB. Staff has prepared Supplemental Agreement No. 15 with HNTB for construction related services of 42 additional days.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of $86,471 and is based upon hourly rates for specified personnel, plus expenses and overhead. The current approved budget will cover this expense. This project is funded with Airport Improvement Program grants, Passenger Facility Charge collections, and Airport revenues either directly or through the repayment of General Obligation bonds. The following table depicts the original contract with HNTB and the supplemental agreements through No. 15:

	Amount	Description	Date
Contract	$12,660,000	ACT 3 Design, Bid and C.A. Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT 3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010

SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Landside Utilities, Ph. I Construction Related Services	9/20/2011
	$14,312,129	Total Contract	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided, and which prepare the site for the new terminal building.

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

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

Attachments: HNTB Supplemental Agreement No. 15.

SUPPLEMENTAL AGREEMENT NO. 15

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

A. ASP-23a - Provide services as defined in Supplemental Agreement No. 8 as required for an additional 42 calendar days of construction.

II. TIME OF SERVICES

A. The fees included in this Agreement are based on the project being extended by 42 calendar days.

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

A. Payment to the CONSULTANT for the performance of the professional services as outlined in Section I.A of this Supplemental Agreement shall be made on the basis of actual costs plus a fixed fee; the total including reimbursable expenses shall not exceed $86,471. This is in addition to the total of $500,968.57 included in Supplemental Agreement No. 8. Payment to sub-

consultants shall also be made on the basis of actual costs plus a fixed fee. Refer to Exhibits SA15-A and SA15-B for a detailed fee schedule

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____
Title: Principal Architect

By: _____
Title: Assoc. Vice President

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTACHMENTS:

Exhibit SA15-A - HNTB Fee Schedule
Exhibit SA15-B - PEC Fee Schedule

RECEIVED
SEP 02 2011
AIRPORTENGINEERING

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 8/30/2011

Additional Construction Phase Services for
Landside Utilities Phase 1 and Mid-Continent Drive Relocation - Extended Duration
Additional Services Request No. 23a
HNTB Project 34912-DS-014

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	12	$64.83	$778
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	147.85%		$1,150
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$1,928
4.	**Fixed Fee**	15.00%		$289
5.	**Subtotal of Items 3 and 4**			$2,217
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0.00	
	Printing and Deliveries		0.00	
	Other Expenses		0.00	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$2,217
8.	**Subconsultant Costs**			
	Professional Engineering Consultants		84,254	
				84,254
	Total Proposed Cost			86,471

Wichita - Terminal Area Redevelopment Program
Architectural Services Request
Estimate of HNTB Architecture Direct Salary Cost and Expenses

8/30/2011

Additional Construction Phase Services for
Landside Utilities Phase 1 and Mid-Continent Drive Relocation - Extended Duration
Additional Services Request No. 23a

	Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical	Totals
2006 rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51	
Annual escalation	3%	3%	3%	3%	3%	3%	3%	
Years	5	5	5	5	5	5	5	
Current Rates	108.75	103.18	64.82	58.30	43.62	32.85	23.78	
HNTB Architecture Services								
Project Management								
Contract changes			4					4
Invoicing			2					2
Coordination and misc			6					6
Total Hours	0	0	12	0	0	0	0	12
HNTB Direct Labor Cost	0.00	0.00	777.78	0.00	0.00	0.00	0.00	777.78

Expenses				
Trips to Wichita	0	trips @	220	0
Flights to Wichita	0	trips @		0
Meals	0	days @	50	0
Hotel	0	days @	120	0
Travel and Subsistence				0
Printing				0
Estimated Expenses				0

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION
Landside Utilities Phase 1 and Mid-Continent Drive Relocation	Wichita Mid-Continent Airport

WORK ITEM	PROJECT NO.	DATE
Construction Phase Services	FAA AIP NO. 3-20-0088-60 COW PROJ # 455-361-3	30 August 2011

DESCRIPTION
Additional Contract Administration & Resident Engineering Services (based on 42 Calendar Days of Construction)

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.		$ -	
2. PROJECT MANAGER	$40.00 / hr.	6	$ 240.00	
3. PROJECT ENGINEER	/ hr.		$ -	
4. DESIGN ENGINEER	$32.00 / hr.		$ -	
5. DESIGN TECHNICIAN	/ hr.		$ -	
6. DRAFTER	/ hr.		$ -	
7. CAD OPERATOR	$29.00 / hr.		$ -	
8. SURVEYOR, PARTY CHIEF	$27.50 / hr.		$ -	
9. SURVEYOR, INSTRUMENT MAN	$23.75 / hr.		$ -	
10. SURVEYOR, AIDES	/ hr.		$ -	
11. FIELD ENGINEER	$35.00 / hr.	390	$ 13,650.00	
12. INSPECTOR, SUPERVISOR	/ hr.		$ -	
13. INSPECTOR, TECHNICIAN I	$22.00 / hr.	390	$ 8,580.00	
14. INSPECTOR, TECHNICIAN II	$20.00 / hr.	390	$ 7,800.00	
15. INSPECTOR, TECHNICIAN III	$19.00 / hr.		$ -	
16. BATCH PLANT TECHNICIAN	$18.00 / hr.		$ -	
17. STENO & CLERICAL	$15.00 / hr.	6	$ 90.00	
SUBTOTAL		1,182		$ 30,360.00
(II) OVERHEAD 1.2931 X (I)				$ 39,259.00
(III) SUBTOTAL [I + II]				$ 69,619.00
(IV) FIXED FEE 15%				$ 10,443.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.	2	$ 900.00	
2. TRAVEL PER MILE	$0.60 / mile	1,800	$ 1,080.00	
3. LAB TESTING	$ 25,271 / LS		$ -	
4. CELL PHONES (AT COST)	$50.00 / mo.	3	$ 150.00	
5. CAD (Record Drawings)	$17.00 / hr.		$ -	
6. PRINTING (SPEC. ETC.)	$1,200.00 / ea.		$ -	
7. PREMIUM TIME (0.625 X Direct)	$2,062.50 / ea.	1	$ 2,062.50	
8. GPS	$21,328.72 / ea.		$ -	
SUBTOTAL				$ 4,192.50
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 84,254.50

RECEIVED
SEP 02 2011
W.A.A.

City of Wichita
City Council Meeting
September 20, 2011

TO: Wichita Airport Authority

SUBJECT: Electrical and Communication Duct Bank Extensions
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 2.

Background: On November 4, 2008, a project budget of $2,600,000 was established for electrical and communication duct bank expansion and electrical system upgrades. On March 3, 2009, the Wichita Airport Authority approved a contract with Professional Engineering Consultants (PEC) to provide design, bid, and construction phase services for the initial phase of the overall project. The first phase of this project was completed in 2009 and Phase II continues the expansion and upgrades. On June 28, 2011, Supplemental Agreement No. 1 was approved with PEC for additional design and bid phase services for Phase II.

Analysis: This supplemental agreement provides construction-related services for the second phase of the project.

Financial Considerations: The supplemental agreement is for a not-to-exceed amount of $78,199. Funding for these services is within the approved budget. The project is funded with Airport revenue either directly or through the repayment of General Obligation bonds. Following is a list of the total contract:

	Amount	Description	Date
Contract	$145,450	Contract with Professional Engineering Consultants	3/3/2009
SA No. 1	91,188	Additional Design and Bid Phase Services	6/28/2011
SA No. 2	77,199	Construction Related Services	9/20/2011
	$313,837	Total Contract	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

Legal Considerations: The Law Department has approved the contract as to form.

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

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract dated February 24, 2009 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Electrical and Communications Duct Banks Extensions.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, the OWNER now desires to proceed with the Electrical and Communications Ducts Banks and Sidewalk Extensions, at Wichita Mid-Continent Airport, hereinafter called the PROJECT, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional Construction Phase Services for the Electrical and Communications Ducts Banks and Sidewalk Extensions component of the PROJECT:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES.

A. CONSULTANT shall provide Contract Administration and Construction Observation Services for the above referenced Construction Project. These services are in addition to the Scope of Services being provided under the Agreement.

B. CONTRACT ADMINISTRATION duties shall routinely be the responsibility of CONSULTANT's Project Manager.

1. During Construction provide the following:

a. Assist in conducting Pre-Construction Conference.

b. Prepare estimate forms for periodic payment to the Contractor.

c. Receive and review Contractor's traffic control plan, shop drawings, and material certifications.

d. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.

e. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

f. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.

g. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.

h. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.

i. Conduct Final Inspection of the work where applicable. Provide a list of incomplete and/or unsatisfactory work if work is found as being unsatisfactory.

j. Issue Certificate of Completion when the PROJECT has been completed.

k. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:

a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident Project Representative.

b. Deliver "Record" drawings to the OWNER within 45 calendar days following substantial completion, exclusive of any delays beyond the control of the CONSULTANT, in both hard copy (reverse vellum) and digital form (CD-ROM & pdf full-size and half-size). Digital files shall include only those drawings prepared using AutoCAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

C. CONSTRUCTION OBSERVATION SERVICES will routinely be the responsibility of CONSULTANT's Resident Project Representative.

1. During Construction Provide the Following:

a. Provide personnel acceptable to OWNER to perform full time equivalent observation during construction and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field observations of materials and equipment by the Resident Project Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such Resident Project Representation shall not make CONSULTANT responsible for Contractor's failure to perform the construction work in accordance with the contract documents.

b. Supervise inspection; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.

c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

d. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to

CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

f. Provide record drawing information to CONSULTANT's Project Manager for preparation of "Record" drawings on the completed work.

g. Review requests for monthly and final payments to the Contractor and forward same to CONSULTANT's Project Manager with recommendations for approval.

h. Prepare "Certificates of Completion" for review by CONSULTANT's Project Manager and submit same to the OWNER.

i. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval.

j. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.

k. Provide all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER and anticipated to be at the North Cargo Building Suite 400.

II. EXCLUSIONS

A. Materials Testing

B. Storm Water Pollution Prevention Plan Inspection.

C. Work on Saturday, Sundays, national holidays, or on Saturdays immediately following a Friday holiday or Saturdays immediately preceding a Monday holiday. Observer will be available when authorized by the OWNER with 48 hour prior notice.

III. TIME OF SERVICES

Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on substantial completion of the construction within ninety (90) calendar days of issuance of Notice to Proceed to the Contractor, and delivery of all PROJECT close-out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

IV. THE OWNER AGREES

A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.

B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. COMPENSATION

A. Compensation to CONSULTANT for services provided as outlined in Section I. shall be based on direct labor times a Factor of 2.76 (Overhead Factor of 1.4000 plus 15% profit) plus reimbursable expenses with a maximum of $77,198.68 as identified in Exhibit SA2-A.

B. <u>ADJUSTMENT IN FEE</u>

In the event the Contractor fails to complete the PROJECT within the specified Contract Time referenced in Article II, the CONSULTANT shall be deemed to be performing "Extra Work" in which case, should the maximum contract amount as set forth in Section V.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT

shall notify the OWNER a minimum of 28 days in advance of any foreseeable need to perform extra work.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by this Supplemental Agreement No. 2 shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of this _____ day of _____, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Bradley J. Edmundson, P.E.
Construction Division Manager

By: Richard A. Schlitt
Richard A. Schlitt, P.E.
~~Vice President~~ Secretary/Treasurer
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: 8-24-11
Director of Law

Attachment: EXHIBIT SA2-A: Engineering Fee Estimate

RECEIVED
AUG. 23, 2011
AIRPORT ENGINEERING

ENGINEERING FEE ESTIMATE

EXHIBIT "SA2-A"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION	
Electrical and Communications Ducts Banks and Sidewalk Extensions	The Wichita Mid-Continent Airport	
WORK ITEM	PROJECT NO.	DATE
Construction Phase Services - 90 Calendar Days	8448-004	17 August 2011

DESCRIPTION
Construction Observation Services

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPAL	$45.00 / hr.	20	$ 900.00	
2. PRINCIPAL	$45.00 / hr.	45	$ 2,025.00	
3. PROJECT ENGINEER	$41.00 / hr.	125	$ 5,125.00	
4. DESIGN ENGINEER			$ -	
5. DESIGN TECHNICIAN			$ -	
6. DRAFTER			$ -	
7. CAD OPERATOR	$20.00 / hr.	36	$ 720.00	
8. SURVEYOR, PARTY CHIEF			$ -	
9. SURVEYOR, INSTRUMENT MAN			$ -	
10. SURVEYOR, AIDES			$ -	
11. FIELD ENGINEER			$ -	
12. INSPECTOR, SUPERVISOR			$ -	
13. INSPECTOR	$23.44 / hr.	572	$ 13,407.68	
14. INSPECTOR (OT)	$35.16 / hr.	130	$ 4,570.80	
15. INSPECTOR			$ -	
16. INSPECTOR (OT)			$ -	
17. INSPECTOR			$ -	
18. INSPECTOR (OT)			$ -	
19. LAB TECHNICIAN			$ -	
20. LAB TECHNICIAN (OT)			$ -	
21. ADMINISTRATIVE ASSISTANT	$15.20 / hr.	16	$ 243.20	
SUBTOTAL		944		$ 26,991.68
(II) OVERHEAD 1.4000 X (I)				$ 37,788.00
(III) SUBTOTAL [I + II]				$ 64,779.68
(IV) PROFIT 15%				$ 9,717.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.	0	$ -	
2. TRAVEL PER MILE	$0.60 / mile	2,340	$ 1,404.00	
3. LAB TESTING	$ - / LS	0	$ -	
4. CELL PHONES (AT COST)	$50.00 / mo.	3	$ 150.00	
5. CAD PER HOUR	$18.00 / hr.	36	$ 648.00	
6. PRINTING (AT COST.)	$500.00 / ea.	1	$ 500.00	
7. OTHER	$0.00 / LS	0	$ -	
8. OTHER			$ -	
SUBTOTAL				$ 2,702.00
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (I + II)				$ 77,198.68

City of Wichita
City Council Meeting
September 20, 2011

TO: Wichita Airport Authority

SUBJECT: 2100 Block Airport Road Improvements
Supplemental Agreement No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On August 12, 2008, the Wichita Airport Authority (WAA) approved the 2100 Block Airport Road Improvements contract which had several components: rehabilitating pavement, improving landscaping, and parking lot construction for that section of Airport Road and planning sidewalk improvements and developing landscape concepts for portions of the Mid-Continent Airport central campus. A contract was approved with TranSystems in the amount of $52,000. On May 10, 2011, the WAA approved Supplemental Agreement No. 1 with TranSystems to provide additional design for lighting and security fence enhancements to address safety and security deficiencies, as well as to extend the road to connect with the driveway at the Air Traffic Control Tower in the amount of $26,040.

Analysis: Staff has prepared Supplemental Agreement No. 2 with TranSystems to cover the construction related services.

Financial Considerations: Supplemental Agreement No. 2 with TranSystems is for a not-to-exceed amount of $58,500. This cost is included in the approved project budget. The project is funded with Airport revenue either directly or through the repayment of General Obligation bonds. The following table depicts the total contract with TranSystems.

	Amount	Description	Date
Contract	$52,000	Contract with TranSystems	8/12/2008
SA No. 1	26,040	Additional Design and Bid Phase Services	5/10/2011
SA No. 2	58,500	Construction Related Services	9/20/2011
	$136,540	Total Contract	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through improvements which will enhance the usefulness and safety of Airport facilities and better serve the tenants and customers of the Airport.

Legal Considerations: The Law Department has approved the supplemental agreement as to legal form.

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

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

TRANSYSTEMS, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated August 12, 2008 and Supplemental Agreement #1 dated May 10, 2011 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to the 2100 Block of Airport Road Improvements.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include construction related services as described in Exhibit SA2-A.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on a cost plus fixed fee basis with a not to exceed amount of $58,500.00. Reference Exhibit SA2-B for a detailed fee schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2011.

ATTEST:

By: _____
Karen Sublett, City Clerk

By: _____
Victor White, Director of Airports

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Carl Brewer, President
"OWNER"

ATTEST:

_____

_____

_____

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTACHMENT SA2-A
SCOPE OF SERVICES
2100 Block Airport Road, Construction Related Services

The general scope of this work includes the project inspection, documentation and construction administration for the above referenced project.

The Design Professional shall provide a Lead Representative, and they will take direction from Wichita Airport Authority's (WAA) Construction Manager, who will act as the lead administrative contact for the duration of the project. The tasks shall consist of the following items:

- Daily construction inspection and documentation
- Daily construction administration and coordination with the WAA, Contractor and affected tenants.
- Post construction activities to determine that the project is completed and accepted by the WAA.

Project Description:

1. **The project consists of the extension of the 2100 Block of Airport Road south towards the existing terminal.**
2. **Removal of existing auxiliary roadway west of the main 2100 Block roadway.**
3. **Pavement repair and patching on existing 2100 block of Airport Road.**
4. **Landscaping and irrigation installation for proposed landscaping and berming improvements.**
5. **Street and ramp lighting and installation.**

Part 1 – Construction
The Lead Representative will:

1. Take responsible charge for the daily administration of the project. Serve as the main point of contact between the WAA, adjacent tenants and the Contractor.

2. Schedule and administer a weekly construction progress meeting. This will include the incorporation of necessary utility relocations. Take and distribute meeting minutes within three (3) days of the meeting to the WAA and other attendees. It is anticipated that one meeting per week for the duration of the project will be needed.

3. Review contractor traffic control plans and provide daily oversight of the project traffic control signage.

4. Develop, review and distribute change orders and submittals to the WAA with recommendations for processing and approval.

5. Meet with the contractor and WAA Engineering personnel monthly to review, prepare and submit intermediate monthly pay estimates.

6. Be on-site when the contractor is working on contract items that require inspection as designated in the Contract Documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item.

7. Compile a daily diary that documents the contractor's construction activity, contractor's personnel and equipment utilized.

8. Forward contractor requests for interpretation or clarification on the intent of the plans and/or specifications to the WAA for their review and response. TranSystems will review and provide recommendations prior to forwarding to WAA. Coordinate with the WAA, the communication of this response to the prime contractor.

9. Provide field book documentation of contract pay items as they are incorporated into the project.

10. Keep and maintain project files of the contractor's certifications of materials incorporated into the project.

11. TranSystems will approve all materials certifications and shop drawings prior to their incorporation into the project. TranSystems will keep a notebook tracking all approvals and will submit a final notebook with index.

12. Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.

13. Provide weekly oversight of the projects erosion control measures or after a ½ inch rain event on project required documentation.

14. Report to WAA, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.

15. Advise WAA Engineering personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been approved.

16. Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.

Part 2 – Post Construction

17. The Lead Representative shall:

18. Attend final walk-through of the project. Compile notes and distribute the final punch lists to the prime contractor and to the WAA.

19. Prior to walk-throughs develop a list of items observed to require completion or correction. Follow through with contractor to ensure work is completed.

20. Complete and submit to the WAA the final paperwork required by the contract documents. Review the final pay estimate and the final change order and submit to the WAA.

21. Attend one (1) final close out meeting with the WAA.

22. Record drawings will be prepared and submitted to the WAA upon completion of the project.

23. TranSystems will prepare a certificate of acceptance upon successful completion of the project by the contractor.

Roles of Inspection

- TranSystems
  - Project Manager
    - Facilitate communication between contractor and WAA
    - Administrative duties listed above
  - Site Civil
  - New Roadway
  - Pavement Patching and Repair
  - Pavement Markings
  - Construction Traffic Control
  - Erosion Control
  - Permanent Signing
  - Record drawings

- Johnson Engineering
  - Light Pole Installation and Locations
  - Electrical Components

- Law-Kingdon
  - Berming
  - Landscaping
    - Plants
    - Trees
    - Turf
  - Irrigation
    - Trenching
    - Installations

ATTACHMENT SA2-B
Construction Related Services Fees
(Not to exceed)
2100 Block Airport Road

Firm	Hours	Hourly Rate	Overhead Rate	Fixed Fee	Cost
TranSystems	**590**				**$45,169.52**
Project Manager	36	$51.21	150.28%	15.00%	$5,306.17
Inspector	554	$25.00	150.28%	15.00%	$39,863.35
Law Kingdon - Sub Consultant	**40**				**$3,400.00**
Inspector	40	$85.00			$3,400.00
Johnson Engineering- Sub Consultant	**90**				**$9,000.00**
Inspector	90	$100.00			$9,000.00
Reimbursibles					**$930.48**
Total					**$58,500.00**