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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 17, 2010

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 August 10, 2010

AWARDS AND PROCLAMATIONS

-- Proclamations:

Project ReDirectory Month
National Alcohol and Drug Addiction Recovery Month

-- Service Awards:

Joe Lang
Mike Greene
Keith Graber

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. Sherry Lafond - Greenway Manor and Wichita Housing Authority.

2. Craig Gabel - Building at 3300 East Harry, City Council support for use as alternate site for public safety facility.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Mead Street Improvement, between 3rd and Central. (District VI)

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

III. NEW COUNCIL BUSINESS

1. Appeal of an order of the Chief of Police to reclassify Local Liquor License of Roy's Bachelor Lounge, 3105 East 13th Street North. (District I)

   RECOMMENDED ACTION: Conduct a hearing regarding the appeal of the license reclassification for Roy's Bachelor Lounge, from that of Drinking Establishment/Restaurant to a Drinking Establishment and issue an order either upholding or overturning the same.

2. Amendment and Subordination Agreements related to the Refinancing of the Eaton Place Residential Project. (District I)

   RECOMMENDED ACTION: Approve The Mayor's Request for Declaration of Emergency and pass the Ordinance on first reading authorizing the amendment and subordination of the LURA and HOME agreements and amendment to the original encroachment agreement and authorizing the necessary signatures.

3. General Obligation Refunding Bond and Temporary Note Sale.

   RECOMMENDED ACTION: Direct the opening and reading of the bids; award the sale of the Bonds and Temporary Notes subject to approval of the final sizing terms of the Bonds by the City Manager; and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication of the Bond and Note Ordinances.

4. Substantial Amendment to the 2009-2013 Consolidated Plan.

   RECOMMENDED ACTION: Approve the amended Neighborhood Revitalization Plan and authorize submission to the U.S. Department of Housing and Urban Development (HUD) for approval.

5. An Ordinance Amending Chapter 3.72 of the Code of the City of Wichita, Kansas, Pertaining to Private Security Permits.

   RECOMMENDED ACTION: Approve the ordinance changes and place the ordinance on first reading.

6. An Ordinance Amending Section 5.37.010 and Creating Sections 5.37.033, 5.37.035, 5.37.038, and 5.37.150 of the Code of the City of Wichita, Kansas, Pertaining to Graffiti and Repealing the Original of Section 5.37.010 and 5.37.030.

   RECOMMENDED ACTION: Approve the ordinance changes and place the ordinance on first reading.

7. Amendments to Motorcycles – Protective Headgear, Eye Screens, Section 11.60.290.

   RECOMMENDED ACTION: Approve the ordinance changes and place the ordinance on first reading.

8. Create City Ordinance to Prohibit Texting While Driving.

   RECOMMENDED ACTION: Approve the first reading of the ordinance.

9. TIGER II Discretionary Grant Application. (Districts I, IV, and VI)

   RECOMMENDED ACTION: Approve the grant application to the U.S. Department of Transportation (USDOT), Federal Highway Administration for a 2010 TIGER II Discretionary Grant and Planning Grant.

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

    RECOMMENDED ACTION: Approve the grant application to the U.S. Department of Housing and Urban Development (HUD) for the Community Challenge Planning Grant Program and authorize the Mayor to sign the Resolution committing to the local match requirement.

11. HUD Sustainable Communities Regional Planning Grant Program Application.

    RECOMMENDED ACTION: Approve the grant Memorandum of Agreement and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

IV. NON-CONSENT PLANNING AGENDA

None

V. 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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. 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.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Federal Aviation Administration - Lease No. DTFASW-10-L-00268 - 2004 South Tyler Road - Wichita Mid-Continent Airport.

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

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 12A)

1. Report of Board of Bids and Contracts dated August 16, 2010.

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

2. Preliminary Estimates:
   a. Preliminary Estimates. (See Attached)

   RECOMMENDED ACTION: Receive and file.

3. Petitions for Public Improvements:
    a. Petition to construct a Water Distribution System in Ideal Acres and Gow Acres Additions, south of 13th, East of Zoo Boulevard. (District VI)

4. Consideration of Street Closures/Uses.
    a. Community Events: Rosstoberfest Run. (District II)
    b. Community Events: Komen Race for the Cure. (District II)
    c. Community Event: Autumn and Art at Bradley Fair. (District II)

    RECOMMENDED ACTION: Approve street closure.

5. Agreements/Contracts:
    a. Asbestos Survey and Related Services.
    b. Interactive Voice Response System Replacement for Water Customer Service.

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

6. Change Orders:
    a. Change Order No. 1: Street Paving in Washington Height Addition, east of Oliver, north of 31st Street South. (District III)
    b. Change Order No. 1: Wichita-Valley Center Floodway Phase 3, Levee P, east of Hydraulic, north of 63rd Street South. (District III)

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

7. Property Acquisition:
    a. Partial Acquisition of Land at the Northeast Corner of 135th Street West and 125th Street North for the Integrated Local Water Supply Plan. (Harvey County)

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

8. Minutes of Advisory Boards/Commissions:

    Board of Code Standards and Appeals, July 12, 2010
    District Advisory Board, March 1, 2010
    District Advisory Board, June 7, 2010
    District Advisory Board, July 12, 2010
    Wichita Employees' Retirement System, June 16, 2010
    Police and Fire Retirement System, June 23, 2010
    District VI Advisory Board, July 21, 2010

    RECOMMENDED ACTION: Receive and file.

9. Report on Claims for July 2010. (See Attached)

   RECOMMENDED ACTION: Receive and file.

10. Traffic Signal Repainting at Kellogg Drive and Broadway. ***(District I)***

   RECOMMENDED ACTION: Approve project and authorize staff to solicit bids.

11. Grant of Utility Easement at the Proposed Water Utilities Aquifer Storage Recharge Treatment Plant near Bentley for the Integrated Local Water Supply Plan. (County)

   RECOMMENDED ACTION: Approve the Grant of Right-of-Way Utility Easement and authorize the necessary signatures.

12. Second Reading Ordinances: (First Read August 10, 2010)
   a. (See Attached)

   RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

REVISED 08/16/10 **Agenda Item No. II-1.**

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Mead Street Improvement, between 3rd and Central (District VI)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Adopt the resolution.

Background: On July 10, 2007, the City Council ordered in the paving of Mead Street, between 3rd and Central. The authorizing resolution contained a typographical error that resulted in a group of lots being inadvertently left out of the resolution. The notification letter and information packet provided to affected property owners was correct and was provided to all property owners in the intended improvement district. On August 10, 2010, the City Council held a public hearing on the project to correct the error. The Council deferred action on the project at the request of an owner of property in the improvement district who questioned the amount of the project cost that will be assessed to the improvement district.

Analysis: The completed project is a two lane concrete roadway with on-street parking, landscaping, benches, brick crosswalks, sidewalks and ornamental streetlights. It has improved access to adjoining businesses and served as a northern gateway to the Old Town District.

Financial Considerations: At the time the project was initiated, the estimated special assessments totaled $295,000. That amount was reduced to $237,000 following meetings with affected property owners. Due to favorable bids, the project was constructed under budget, resulting in a savings for ~~the city at large~~ **both the City and benefit district. A hearing on the final special assessments will be held before the City Council on October 19, 2010.** ~~The final cost for the project totals $451,400, with the city at large contributing $214,400.~~

Goal Impact: The project addressed the Efficient Infrastructure goal by providing paved access in an existing commercial area and improved access to Old Town.

Legal Considerations: State Statutes provide the authority for the City Council to order in paving projects. The new resolution and public hearing are required to correct the original resolution.

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

Attachments: Map, spreadsheet, and resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. 10-229

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **PAVEMENT ON MEAD FROM THE SOUTH LINE OF CENTRAL TO THE NORTH LINE OF 3RD ST. NORTH 472-84561** 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 MEAD FROM THE SOUTH LINE OF CENTRAL TO THE NORTH LINE OF 3RD ST. NORTH 472-84561** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-401** adopted on **July 7, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing **pavement on Mead from the south line of Central to the north line of 3rd St. North 472-84561.** 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 **Four Hundred Fifty-One Thousand Dollars ($451,400)** exclusive of the cost of interest on borrowed money, with **$237,000** payable by the improvement district and **$214,400** payable by the City-at-large.

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:

HINTON'S SUBDIVISION OF EAST WICHITA ADDITION
The E 150' of Reserve A
Lots 7 through 24, Inclusive

UNPLATTED TRACTS
In Section 21, Twp 27S, R1E

The W ½ of the following tract: Beginning 40' S & 536' W of the NE corner of the NW ¼; thence S 145' W 128.75' N 145' E 125' to the beginning.

The W ½ of the following tract: Beginning 185' S & 532.25' W of the NE corner of the NW ¼; thence S 75' W 130.69' N 75' to the beginning.

The W ½ of the following tract: Beginning 661' W & 260' S of the NE corner of the NW ¼; thence S 85' E 132.88' N 85' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 345' S of the NE corner of the NW ¼; thence S 40' E 133.92' N 40' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 385' S of the NE corner of the NW ¼; thence S 50' E 135.21' N 50' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 505' S of the NE corner of the NW ¼; thence N 70' E 135.21' S 70' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 630' S of the NE corner of the NW ¼; thence N 125' E 137.02' S 125' W to the beginning.

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 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.

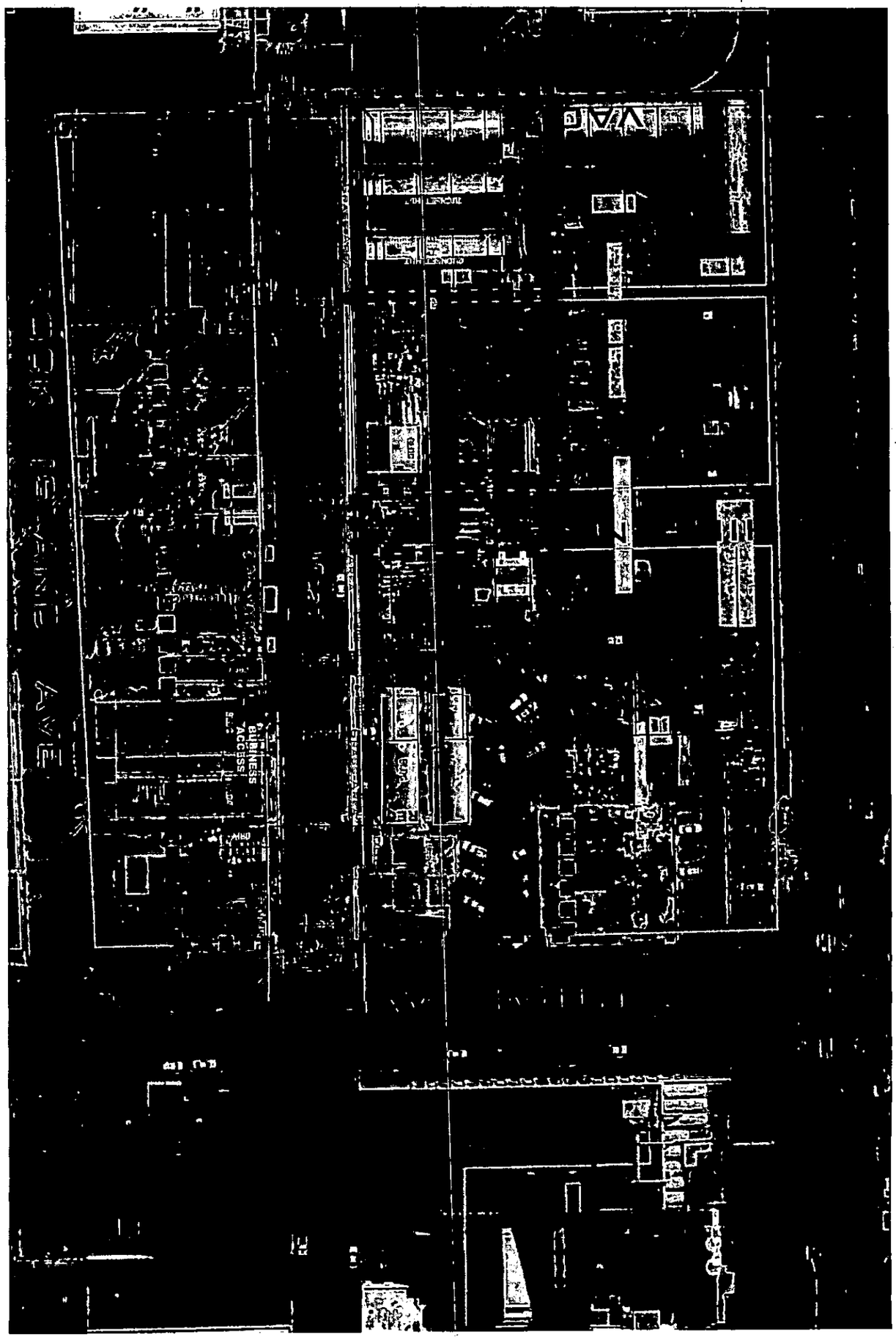
PASSED by the governing body of the City of Wichita, Kansas, this 17th day of August, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)


BUSINESS
ACCESS

Estimated assessments for paving Mead from Central to 3rd.						07/21/10	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners
HINTON'S SUBDIVISION OF EAST WICHITA ADDITION							
B-446	Mattingly, Nancy & Charles Rev Trusts % Bachus & Son Inc 725 E Central Wichita KS 67202-1063	729 E Central	The E 150' of Reserve A	19,950	$39,355	$3,792	1
B-438	Mattingly, Nancy & Charles Rev Trusts % Bachus & Son Inc 725 E Central Wichita KS 67202-1063	725 E Central	Lots 7-24 Inclusive	61,200	$120,729	$11,631	repeat
UNPLATTED TRACTS In Section 21-27-1E							
B-8942	Downey, Scott A & James R Downey Etal	447 N Rock Island	The W 1/2 of the following tract: Beginning 40' S & 536' W of the NE corner of the NW 1/4; thence S 145' W 128.75' N 145' E 125' to the beginning.	9,070	$17,892	$1,724	3
B-8943	Kansas Gas & Electric % Harvey Siemens PO Box 208 Wichita KS 67201-0208	433 N Rock Island	The W 1/2 of the following tract: Beginning 185' S & 532.25' W of the NE corner of the NW 1/4; thence S 75' W 130.69' N 75' to the beginning.	4,863	$9,593	$924	1
B-8944	Kansas Gas & Electric % Harvey Siemens PO Box 208 Wichita KS 67201-0208	410 N Rock Island	The W 1/2 of the following tract: Beginning 661' W & 260' S of the NE corner of the NW 1/4; thence S 85' E 132.88' N 85' W to the beginning.	5,600	$11,047	$1,064	repeat
B-8945	Kansas Gas & Electric % Harvey Siemens PO Box 208 Wichita KS 67201-0208	402 N Mead	The W 1/2 of the following tract: Beginning 661' W & 345' S of the NE corner of the NW 1/4; thence S 40' E 133.92' N 40' W to the beginning.	2,668	$5,263	$507	repeat
B-8946	Kansas Gas & Electric % Harvey Siemens PO Box 208 Wichita KS 67201-0208	402 N Mead	The W 1/2 of the following tract: Beginning 661' W & 385' S of the NE corner of the NW 1/4; thence S 50' E 135.21' N 50' W to the beginning.	3,364	$6,636	$639	repeat
B-8947	Kansas Gas & Electric % Harvey Siemens PO Box 208 Wichita KS 67201-0208	402 N Mead	The W 1/2 of the following tract: Beginning 661' W & 505' S of the NE corner of the NW 1/4; thence N 70' E 135.21' S 70' W to the beginning.	4,761	$9,392	$905	repeat
B-8948	Waterman Properties llc 600 E Waterman Wichita KS 67202	800 E 3rd St N	The W 1/2 of the following tract: Beginning 661' W & 630' S of the NE corner of the NW 1/4; thence N 125' E 137.02' S 125' W to the beginning.	8,664	$17,091	$1,647	1
			Total:	120,140	$237,000		6

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

* Estimated assessment for street construction based on $1.97 per Front foot excluding drive approach (if applicable), inflation, and/or temporary financing.

** Estimated monthly escrow payment based on 5% bond sale rate, and spread over 15 years

BREAKDOWN OF PROJECT COSTS

Estimated assessments for paving Mead from Central to 3rd.						07/21/10	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners
	Amount assessed to the improvement district			$237,000			
	Add: City-at-Large			$214,400			
	Total Estimated project cost			$451,400			
*** Driveway approach costs are assessed to individual properties based on the							
actual size of drive approach requested. Driveway approach costs are in							
addition to the estimated assessment shown for the street construction.							

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council Members

SUBJECT: Appeal of an order of the Chief of Police to reclassify Local Liquor License of Roy's Bachelor Lounge, 3105 East 13th Street North (District I)

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: It is recommended that the City Council conduct a hearing of the licensee's appeal and issue an order either upholding or overturning the same.

Background: Between February and May of 2010, the Wichita Police responded to three separate aggravated battery cases at the above location. These events, plus complaints from neighboring residences, prompted an administrative review of club operations. Roy's Bachelor Lounge is currently licensed as a Drinking Establishment/Restaurant, which requires the business derive at least 30 percent of its sales from food, in accordance with City Ordinance Chapter 4.04, Section 4.04.010(t). An inspection by Wichita Police Detectives discovered that little to no food sales were being conducted at the club site.

Analysis: On May 28, 2010, two Wichita Police Detectives conducted an audit regarding food sales at Roy's Bachelor Lounge. Upon inspection, there was little evidence of food sales at the location. On May 29, 2010, detectives met with on-duty manager Terrance Spann, and served him with a notice of audit regarding food sales, in accordance with City Ordinance Chapter 4.16, Section 4.16.087(a) & (b). The manager and licensee of the club failed to respond to the audit request within the 15 days required by City Ordinance. The limited documentation that was provided indicated grave receipt irregularities and accounting problems. A reclassification notice was given to the club on July 3, 2010. Management of Roy's Bachelor Lounge appealed this reclassification on July 12, 2010.

Financial Consideration: None.

Goal Impact: Provide a Safe and Secure Community by enforcing City Ordinances.

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

Recommendation/Action: It is recommended that the City Council conduct a hearing regarding the appeal of the license reclassification for Roy's Bachelor Lounge, from that of Drinking Establishment/Restaurant to a Drinking Establishment, and issue an order either upholding or overturning the same.

Attachments: Audit and Request for Information Notice from Wichita Police Department
Reclassification Request and Analysis of Documents
Reclassification Notice to Roy's Bachelor Lounge
Request for appeal issued through licensee's attorney
Original License application packet
Packet of Documents provided by Leroy Thompson
Timeline of Events

Leroy Thompson
Roy's Bachelor Lounge
3105 E. 13th Street N.
Wichita Kansas, 67214
Business Phone (316) 268-9299

5/28/2010

Attn. Leroy Thompson

The Wichita Police Department requests the following information in reference to your Drinking Establishment/Restaurant License. I am conducting an audit of your business to ascertain if your business has met the requirements of ordinance # 4.16.087 subsection (a) and (b). Your business is required to produce at least 30% of its gross sales from food in order to maintain its Drinking Establishment/Restaurant status. I have attached a copy of the ordinance that outlines the requirement regarding thirty percent food sales. I am requesting you provide the items listed in attachment # 1 and #2. For your convenience you will be given 15 working days from the date you received this letter to provide this information. If you have any questions please call me at 268-4280 between the hours of 10:00 A.M. and 6:00 P.M. Wednesday through Friday.

D.G. Oblinger #2110
Detective
Special Investigations

Attachment #1

1. Total gross sales for the business Roy's Bachelor Lounger located at 3105 E. 13th St. N., for the time period of March 1, 2010 through April 30, 2010.

2. Copy of the monthly liquor excise tax forms for the period of March 1, 2010 through April 30, 2010.

3. Of the total gross sales, mentioned in item #1, gross attributed to the sale of alcohol in the same time period as listed in item #1 which includes a copy of receipts showing alcohol sales.

4. Of the total gross sales, mentioned in item #1, gross attributed to the sale of food in the same time period as listed in item #1 which includes a copy of receipts showing food sales.

5. A list of venders for food, soft drink and alcoholic products that were used by this business during the same period of March 1, 2010 through April 30, 2010.

6. A separate signed and notarized copy of attachment (#2) for each vender.

7. A copy of your menu that was used from March 1, 2010 through April 30, 2010.

8. A list showing days and hours open for the period of March 1, 2010 through April 30, 2010.

9. A diagram of the business showing percentage of floor space used for seating as set forth in subsection (t) of 4.04.010.

Attachment #2

Waiver to View and Copy Records
To:_____
_____
_____
_____

I, _____, give permission to Detective D.G. Oblinger and any Officer or Agent of the Wichita Police Department to view and copy any records of sales that were made to Roy's Bachelor Lounge pertaining to information requested in attachment #1.

Leroy Thompson
Roy's Bachelor Lounge
3105 E. 13th Street N.
Wichita Kansas, 67214
Business Phone (316) 268-9299
Account #_____

_____ Dated this____day of_____,_____.

_____ Dated this____day of_____,_____.
Notary Public
My appointment expires on the _____ day of_____, 20___.

(Copies of this form can be made for each vendor)

Sec. 4.16.087. Enforcement of required food sales percentage; Audits

Enforcement of the food sale percentages required for drinking establishment/restaurants by the provisions of this Title shall be by both random and regularly scheduled audits of such establishments.

(a) Newly licensed establishments. Every licensee of a newly licensed drinking establishment/restaurant shall be required to provide information as required in subsection (b) herein for an initial audit once the establishment has been in operation for a two month period. Once two months have passed from the date the drinking establishment/restaurant began operations, the licensee shall have an additional fifteen (15) days to remit all information to the City's licensing section for the final audit.

(b) Audits of any licensed establishment. Information for any audit required by this section shall be submitted on forms approved by the City and shall be sent to the City's licensing section. Such information will then be forwarded to the Special Investigations Bureau of the Wichita Police Department who shall be responsible for conducting or overseeing the audit process. Information which must be provided shall include, but not be limited to, copies of business records sufficient to demonstrate the total gross revenue during the two months in question for food sales and alcohol sales. Sufficient business records shall be deemed to include, but shall not be limited to, a list of vendors with verifying information, including written authorization from the licensee for any agent or agents of the City to contact vendors directly and obtain information regarding such records, a listing of monthly payments to food vendors and monthly payments to alcohol vendors. For the purposes of any audit required by this section, revenues from the sale of non-alcoholic beverages that are mixed with alcoholic liquor shall be counted as alcohol sales and not as food sales. Once an audit is requested by the police, the licensee shall have fifteen (15) days to remit all required information to the licensing section. Failure to provide the necessary business records as required herein, or the failure of the records provided to demonstrate that the required food sale percentages are being maintained by the establishment will result in the reclassification of the premises from a drinking establishment/restaurant to a drinking establishment, as provided in Section 4.16.095, and any amendments thereto.

(Ord. No. 48-353, § 14, 6-23-09)

OFFICER REPORT 6/25/10 DETECTIVE D.G. OBLINGER #2110

ATTENTION: CHIEF NORMAN WILLIAMS #884 (THROUGH CHANNELS)

SUBJECT: RECLASSIFICATION OF THE DRINKING ESTABLISHMENT/RESTAURANT LICENSE FOR ROY'S BACHELOR LOUNGE LOCATED AT 3105 E. 13TH.

On 5/28/2010 at approximately 2000 hours I performed a club check at 3105 E. 13th, Roy's Bachelor Lounge. On 5/16/2010, there had been an Aggravated Battery at this licensed premise in the parking lot with a patron stabbed and shots fired. This was the third Aggravated Battery to be reported on the licensed premise in 2010. The prior incidents were 10C007753 on 2/4/2010 (where a female patron was stuck in the face with a handgun, and she and another victim were punched by multiple suspects) and 10C033092 on 3/26/2010 (where a male patron was stabbed).

During the club check, I observed that the kitchen was not open and no food was being served. This is consistent with other club checks performed by members of the 43 Beat Team. On 5/29/2010, I returned to the club and served the on-duty manager, Terrance Spann with a notice of Audit and Information request seeking the following:

1. Total gross sales for the business Roy's Bachelor Lounge located at 3105 E. 13th St. N., for the time period of March 1, 2010 through April 30, 2010.
2. Copy of the monthly liquor excise tax forms for the period of March 1, 2010 through April 30, 2010.
3. Of the total gross sales, mentioned in item #1, gross attributed to the sale of alcohol in the same time period as listed in item #1 which includes a copy of receipts showing alcohol sales.
4. Of the total gross sales, mentioned in item #1, gross attributed to the sale of food in the same time period as listed in item #1 which includes a copy of receipts showing food sales.
5. A list of venders for food, soft drink and alcoholic products that were used by this business during the same period of March 1, 2010 through April 30, 2010.
6. A separate signed and notarized copy of attachment (#2) for each vender.
7. A copy of your menu that was used from March 1, 2010 through April 30, 2010.
8. A list showing days and hours open for the period of March 1, 2010 through April 30, 2010.
9. A diagram of the business showing percentage of floor space used for seating as set forth in subsection (t) of 4.04.010.

Spann was the person in charge of the business at the time of our visit, and resides with the licensee, Mr. Leroy Thompson. He understood the gravity of the request and audit and that the business had 15 working days to respond. He agreed to pass it on to Mr. Thompson with haste.

I recommend reclassification on the following grounds:

1. **The licensee failed to respond to the request for audit information within the mandatory 15 working day window.** As of 6/23/2010, no response to this request had

been received by the City of Wichita, which was 16 working days since the delivery of the request. On 6/24/2010, Mr. Leroy Thompson came to the 4th floor of City Hall with a stack of receipts. These would later prove to be a collection of receipts for purchase of various food items, cleaning supplies, and miscellaneous household items. They were not organized in any fashion, and Mr. Thompson wanted our clerk to make him copies. He was informed that these did not meet the required documents as itemized in the Department's request letter. I instructed him to retain these receipts in case they would assist him in an appeal, but we would not accept this incomplete and disorganized collection of receipts. This was done with the approval of Lt. Dunbar. On 6/25/2010, Mr. Thompson delivered a collection of documents and these same receipts which would become his final response to the audit request. This was the 19th working day following service of the letter.

2. **The licensee failed to provide all information required by City Ordinance.** Nine items were requested in the letter issued 5/29/2010. Of these requested items, Mr. Thompson provided only 6 of these items, albeit after the deadline. He failed to provide receipts of sales of alcohol (#3) or food (#4) to support his claim for total gross sales. He also neglected to provide the notarized waiver for me to view vendors' sales records for the establishment (#6). It should be noted that the receipts originally proffered on 6/24 were found to be immaterial regarding the issue of proving gross sales totals as they were items purchased by the club, not sold.

3. **The licensee failed to provide support for a belief that the licensed establishment generated 30% of its gross sales from food during the time period.** The items omitted from the packet of information received 6/25 made any claim of gross sales percentages impossible to support on the part of the licensee. The licensee provided a round total of gross food and alcohol sales for the months of March and April 2010. He also provided an itemized list for each month showing a total for food and alcohol sales each day. However, he provided no sales receipts to support these totals by date or month. The sales totals by day and month in the licensee's reply to the audit need some sort of evidentiary support given the reason for reclassification listed below.

4. **Some of the documents submitted showed grave irregularities in accuracy and accounting practices.** If we are to accept the figures given by Mr. Thompson, during the month of March 2010 Roy's Bachelor Lounge sold $1218.00 in food and $1012.00 in alcohol. This would be a total of $2230 in gross sales of which 55% are derived from food. Similarly, Mr. Thompson reports April 2010 sales of $1370 in food and $1410 in alcohol. This would equate to total gross sales of $2780 with 49% derived from the sale of food. The very next document provided by the licensee is the daily sales totals for each month. By simply adding the totals provided by the licensee, I calculated total monthly sales of $1315 food and $1466 alcohol in March and $951 food and $1385 in April. This equates to 47% food sales in March and 41% in April. Setting aside the fact that there are no sales receipts for any transactions occurring in the club, there appears to be a major discrepancy here.

Further, all of the sales totals for months and days are in whole dollar amounts. The menu provided by Mr. Thompson shows that there are only four items that are priced in whole dollars, each of which are priced at $5.00. Looking at the daily totals, there were 28 days in the two months when food was reportedly sold, and of these only 10 daily food sales totals are mathematically possibly when using the food menu prices provided by the licensee. Given that the alcohol totals are also whole dollar amounts, the provided daily and monthly gross sales totals take on the appearance of fabricated estimates, which explains why there were no sales receipts submitted.

The licensee provided 6 invoices, all from Burgardt Liquor, totaling $2934.84 of total purchases in the two month reporting period. If this is the case, and we accept either the total alcohol sales figures or the daily alcohol sales totals provided by the licensee, $2422 or 2831 respectively, Mr. Thompson sold this liquor at a 17% or 4% loss. This also assumes he carried over no liquor month to month, but for a drinking establishment to operate under this business model would be outside my experience. What is more likely is that Mr. Thompson's alcohol sales totals are under estimated, inflating the gross sales attributable to food.

Lastly, an analysis of the purchase receipts provided by the licensee reveals that he purchased only 9 packages of chicken wings, 3 packages of ground beef, 1 package of ground beef patties, 3 t-bone steaks, 4 sirloin steaks, 2 pork loins, 1 package of flounder, and 1 whole ham. There were the only "protein" food stuffs purchased in the time period that correspond to the menu items offered by the licensee. Several items listed on the menu, particularly the more expensive items, are not shown purchased at all (lobster, shrimp, whole chicken, catfish). Recall that, depending on which portion of the returned documents we accept, Mr. Thompson claims either $2588 or $2276 in total food sales in the reporting period. It seems unlikely that the business generated this amount of food sales with the meager amount of protein and without offering its full menu.

The Chief of Police or his designee may reclassify a Drinking Establishment/ Restaurant License to a Drinking Establishment License upon five days written notice to the Establishment Licensee (Leroy Thompson of 2526 S. Greenleaf Wichita, KS 67210) if the licensee "fails to provide information showing either the required amount of gross revenues from sales or food or the percentage of floor space devoted to designated seating according to the floor plan and the service of food for consumption on the licensed premises." (City of Wichita Ordinance 4.16.095(c))

Based on the reaosns listed herein, I am recommending the reclassification of the Drinking Establishment/ Restaurant license for Roy's Bachelor Lounge at 3105 E. 13th St. N. by the Chief of Police pursuant to City of Wichita Ordinance 4.16.095(c).

Detective D.G. Oblinger #2110
Special Investigations Bureau, Vice Section
6/25/2010, 1900 hours

Leroy Thompson
Roy's Bachelor Lounge
3105 E. 13th St. N.
Wichita Kansas, 67214
Business Phone (316) 260-9299

July 2nd, 2010

Mr. Leroy Thompson

This letter is to inform you of the reclassification of the Drinking Establishment/ Restaurant license for Roy's Bachelor Lounge located at 3105 E. 13th St. N. by the Chief of Police. On July 7th, 2010 your license will be reclassified as a Drinking Establishment subject to all rules set forth in Chapter 4 subsection 16 of city ordinance. On May 29th, 2010 Detective Daniel Oblinger #2110 of the Wichita Police Department Vice Section requested audit information to determine the percentage of food sales generated by Roy's Bachelor Lounge for the period between March 1, 2010 and April 30, 2010. Detective Oblinger received 6 of the 9 required items. The documents did not include the required receipts for sales of alcohol or food necessary to support the required percentage of food sales form this establishment. There was no evidence to support that Roy's Bachelor Lounge was able to meet the 30% food sales required to operate as a Drinking Establishment/ Restaurant as described in City of Wichita Ordinance 4.04.010(t).

City of Wichita Ordinance 4.16.095(d) states that the licensee may appeal any order of suspension or reclassification issued pursuant to this section to the City Council within seven days from the date of such order, and in the event such order of suspension or reclassification is upheld by the city council, the licensee may appeal to the District Court of the county in the manner now provided by K.S.A 41-2708 and any amendments thereto.

Norman D. Williams
Chief of Police

Attachments

Section 4.04.010 Definitions

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this title, have the meanings indicated in this section.
(t) *'Drinking establishment/restaurant'* means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold and which derive not less than thirty percent of its gross revenues from sales of food and beverages for consumption on such premises in a two month period Failure on the part of the licensee to meet the thirty percent food sales criteria, or conviction of the licensee or any owner, officer, or employee of the licensee of any two violations of Section 4.16.130 of the City Code occurring on the licensed premises within one year shall result in the premises being reclassified as a drinking establishment as provided in Section 4.16.095(c) and any amendments thereto.

Section 4.16.095 Suspension or reclassification of license by chief of police.

(a) The chief of police, upon five days written notice to the person holding a drinking establishment license or a drinking establishment/restaurant license, shall have the authority to suspend such license for a period of not to exceed thirty days for any of the reasons set forth at Section 4.16.090(b) (2), (4), (5), (7), (8), (9), (12), (14), (15), (16) and (17), which reason does not, in the judgment of the chief of police, justify a recommendation of revocation.
(b) The chief of police, upon five days written notice to the person holding any drinking establishment license or drinking establishment/restaurant license, shall have the authority to suspend such license if the licensee, the licensee's manager, employee, or agent, or any person under the direction and control of the licensee has committed a violation of Sections 7.41.010 or 7.41.030 (noise) of this Code, or any amendments thereto. Within any two-year period of time, upon a first violation of said sections, the chief of police shall issue a written warning to the licensee; upon a second violation, the chief shall suspend such license for a period of one day; upon a third violation, the chief shall suspend such license for a period of one week; and upon a fourth or subsequent violation, the chief shall suspend such license for the period of one year.

(c) The chief of police upon five days written notice to the person holding a drinking establishment/restaurant license shall reclassify the premises to a drinking establishment if the licensee fails to provide information showing either the required amount of gross revenues from sales or food or the percentage of floor space devoted to designated seating according to the floor plan and the service of food for consumption on the licensed premises, or has been convicted of three violations of Section 4.16.130 of this Code. In the event of such reclassification by the chief of police, the licensee shall be ineligible to apply for, hold or have any interest in any business licensed as a drinking establishment/restaurant for a period of one year from the date of the reclassification, and shall have thirty days within which to apply for the appropriate zoning which may be required as a result of the change in classification and shall be permitted a reasonable time thereafter within which to complete the process. For the purpose of determining whether a conviction is a third or subsequent conviction under this section, all convictions for violation of Section 4.16.130 occurring within the immediately preceding twenty-four months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense.

(d) The licensee may appeal any order of suspension or reclassification issued pursuant to this section to the city council within seven days from the date of such order, and in the event such order of suspension or reclassification is upheld by the city council, the licensee may appeal to the district court of the county in the manner now provided by K.S.A. 41-2708 and any amendments

thereto. Any appeal taken from an order of the chief of police shall stay the order of suspension or reclassification until the matter is resolved by the city council. Any appeal to the district court shall not stay the order of the city council.

(e) The chief of police shall notify the city manager prior to making a suspension or reclassification hereunder.

(Ord. No. 43-700 § 2)

G. KNUTE FRASER

Attorney at Law
727 N. Waco, Suite 275, Wichita, Kansas 67203
phone – 316-265-3390 fax – 316-265-8859
web: www.kfraserlaw.com

July 12, 2010

Norman D. Williams
Chief of Police
Wichita Police Department
455 N. Main
Wichita, Kansas 67203

Re: Reclassification of Roy's Bachelor Lounge

Dear Chief Williams:

This letter will advise that I represent Mr. Leroy Thompson, owner of Roy's Bachelor Lounge, regarding your reclassification of his establishment from a drinking establishment/restaurant to a drinking establishment.

Please accept this letter as my client's appeal of your order of reclassification. Please contact me in the future regarding this matter and I would be happy to discuss this matter with the appropriate person at your earliest convenience.

Sincerely yours,

G. Knute Fraser

G. KNUTE FRASER

GKF:jb
Cc: Leroy Thompson

CITY OF WICHITA

www.wichita.gov
CITY LICENSE
(316) 268-4553
455 N Main Wichita, KS 67202

RECEIVED
LICENSE
JAN 20 2010

ALCOHOLIC LIQUOR APPLICATION
Drinking Establishments
State License No 10-002-2350-01
Expiration Date 01-17-2011
Floor plan layout must be attached
Allow 30 days for approval

New_____ Renewal ✓ Date 1-20-2010

Check one- Yearly fee $250.00, temporary fee $80.00 per day.

- ✓ Drinking Establishment
- ✓ Drinking Establishment/Restaurant (more than 30%/50% food)
- _____ Drinking Establishment/Restaurant/Event center
- _____ Drinking Establishment/Caterer
- _____ Drinking Establishment/Entire Hotel
- _____ Temporary Permits (maximum 3 consecutive days; 4 times per year)
  Need event date_____
- _____ Drinking Establishment/Hotel/Caterer
- _____ Private Club Class B (Profit)
- _____ Caterer
- _____ Private Club Class A (Non-Profit): Fraternal/Vets
- _____ Social-500 or less members
- _____ Social-500 + members

BUSINESS INFORMATION

Business Name	Roys Bachelors Lounge	Phone	316-268-9270
Address	3105 E. 13th ST Wichita KS	Zip	67214
Mailing Address	3105 E 13th St Wichita KS	Zip	67214

APPLICANT INFORMATION

Name	LeRoy Thompson			Social Security Number	121-32-0978		
Address	2526 S. Greenleaf Wichita KS					Zip	67210
Applicant DOB	4/10/41	Phone	316-655-0454	Race	BLK	Sex	M
Spouse Name	Widower	DOB		Race		Sex	

MANAGER INFORMATION

Name	LeRoy Thompson			Social Security Number	121-32-0978		
Address	2526 S. Greenleaf Wichita KS					Zip	67210
Manager DOB	4/10/41	Phone	316-655-0454	Race	BLK	Sex	M
Spouse Name	Widower	DOB		Race		Sex	

PROPERTY OWNER & LESSEE OF PROPERTY ON WHICH THE BUSINESS IS LOCATED

Property Owner-Name	LeRoy Thompson			Phone Number	316-655-0454
Address	2526 S. Greenleaf Wichita KS			Zip	67210
Lessee of Property-Name		Phone		Lease Length	
Address				Zip	

FINANCIAL INFORMATION Any persons having financial interest of any kind in the business must be listed below. Please list on separate sheet if needed.

Name	LeRoy Thompson			Social Security Number	121-32-0978		
Address	2526 S. Greenleaf Wichita KS					Zip	67210
Phone	316-655-0454	DOB	4/10/41	Race	BLK	Sex	M
Spouse Name	Widower	DOB		Race		Sex	

(01/08)

IF CORPORATION COMPLETE THE FOLLOWING:

Corporate Name			
Name or Corporate Resident Agent		Social Security Number	
Address of Corporate Resident	N/A		
Phone		Date of Incorporation	

Provide all of the information listed below for any or all of the following categories (use separate piece of paper if additional space is needed) a) Stockholders owing 5% or more shares in the corporation b) Each officer c) Each Director

Name				Social Security Number			
Address						Zip	
Phone	N/A	DOB		Race		Sex	

List phone number to call for inspection, Monday through Friday, 8:00a.m. to 5:00p.m. 316-260-9229

I, LeRoy Throckmorton, the above named applicant state that I have been a citizen of the United States for at least ten (10) years. I have read the contents of this application and all the information it contains is true and correct. I have been provided with and read a copy of Section 4.16.180 of the City Code pertaining to persons ineligible to obtain the license herein applied for, and affirmatively state neither I nor any other person having an interest in this business, are ineligible to receive a license under its terms. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you and I consent to the immediate revocation of my alcoholic liquor license, by the proper officials, for any violation of such law, rules or regulations.

Leroy Throckmorton

Applicant's Signature-Must be Notarized

Mary R. Barnett

Notary Public

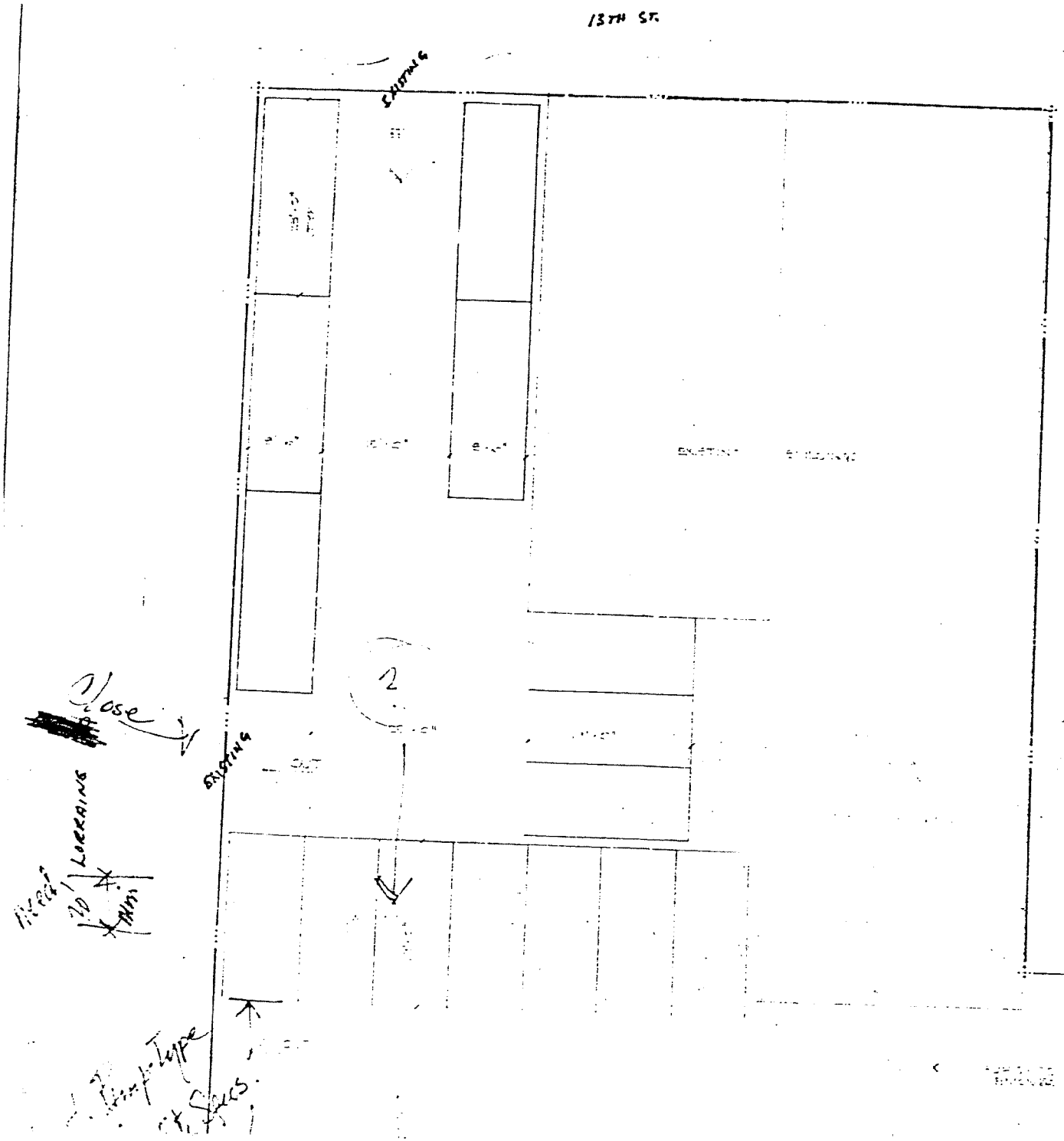
My appointment expires on the 5th day of December, 2010.

NOTARY PUBLIC - State of Kansas
MARY R. BARNETT
My Appt. Expires 12/5/10

FOR OFFICIAL USE ONLY

	Approved	Disapproved	Date
Police			
Central Inspection			
Fire			
License #	24631	Date 1-20-10	Released

(01/08)



OFF-STREET PARKING AND LOADING

ADDRESS 3107 E. 13TH

PROJECT RESTAURANT (REMODEL & OCCUPANCY)

SCREEN LOC. AND HT. —

REQ'D BY —

NO. OF APPROVED EXISTING PARKING SPACES 32

TOTAL NO. OF PARKING SPACES REQUIRED 32

CALCULATION 900/250 + 76/5 + 82/6 = 4+15+17*

NO. OF APPROVED EXISTING LOADING SPACES —

TOTAL NO. OF LOADING SPACES REQUIRED —

CALCULATION —

DATE 12-5-75 PLANS EXAMINER D. Mast

* THE 4 RETAIL SPACES ARE BEING LEASED FOR THE CLUB WHICH OPERATES AT NIGHT ONLY.

Roy's Bachelor Lounge

LT Enterprises, LLC
3105 E. 13th • Wichita, KS 67214 • (316) 260-9299

June 25, 2010

Chief Williams Wichita Police Department

Chief I am not trying to play games with the police. I have always had my people cooperate with them regardless of the type of investigation. I was given an audit request from your license department. I thought I was cooperating, but because of an interpretation error I turned it in on the sixteenth day instead of the fifteenth day and they refused to accept it I believe it was in order. I tried to call your office but they would not allow me to speak to you. So I *am Attempting to let you look over the report before you make your determination. I have had the club operating since 2008 since I evicted the elks and from the records have only had one serious incident and it happen outside the club. My people cooperated fully during that investigation. No one was killed but there was a cutting in the parking lot. I don't believe your people believe we are a totally undesirable operation. I spend a lot on security to ensure there are no serious incidents. Please consider my request*

Thank you

Leroy Thompson

Roy's Bachelor Lounge

LT Enterprises, LLC
3105 E. 13th • Wichita, KS 67214 • (316) 260-9299

Dailey Sales Sheet

1	Monday Mar 10 X Food 36.00 Liquor 71.00	Z 106.00	
2.	Tuesday Mar 10 Closed	Z Total 106.00	
3.	Wednesday Mar 10 X Food 0 Liquor 117.00	Z 117.00	Z Total 223.00
4.	Thursday Mar 10 X Food 115.00 Liquor 46.00	Z 161.00	Z Total 384.00
5.	Friday Mar 10 X 39.00 Liquor 53,00	Z 97.00	Z Total 476.00
6	Saturday Mar 10 X Food 101.00 Liquor 175.00	Z 276.00	Z total 752.00
7.	Sunday Mar 10 X Food 0 Liquor 97,00	Z 97.00	Z Total; 849.00
8	Monday Mar 10 X Closed		Z Total 849.00
9	Tuesday Mar 10 Closed		Z Total 849.00
10	Wednesday Mar 10 Closed		Z Total 849.00
11	Thursday Mar 10 X Food 61.00 Liquor 100.00	Z 161.00	Z total 1010.00
12	Friday Mar 10 Food 182.00 Liquor 171.00	Z 353.00	Z Total 1363.00
13	Saturday Mar 10 Food 19.00 Liquor 189.0	Z 189,00	Z Total 1571.00
14	Sunday Mar 10 Food 0 Liquor 31.00	Z 31.00	Z total 1602.00
15	Monday Mar 10 Closed		Z total 1602.00
16	Tuesday Mar 10 closed		Z Total 1602.00
17	Wednesday Mar 10 Closed		Z Total 1602 .00
18	Thursday Mar 10 X Food 70.00 Liquor 68,00	Z 138.00	Z Total 1740.00
19	Friday Mar 10 X Food 170.00 Liquor 42.00	Z 212.00	Z total 1952.00
20	Saturday Mar 10 X Food 135.00 Liquor 61.00	Z 196.00	Z Total 2148.00
21	Sunday Mar 10 X Food 88.00 Liquor 29.00	Z 117.00	Z Total 2265.00
22	Monday Mar 10 Closed		Z Total 2265.00
23	Tuesday Mar 10 Closed		Z Total 2265.00
24	Wednesday Mar10 Closed		Z Total 2265.00
25	Thursday Mar 10 X Food 68.00 Liquor 19.00	Z 87.00	Z total 2352.00
26	Friday Mar 110 X 110.00 Liquor 58.00	Z 168.00	Z Total 2520.00
27	Saturday Mar 10 X Food 91.00 Liquor 49.00	Z 140.00	Z Total 2660.00
28	Sunday Mar 10 X Food 30.00 Liquor 90.00	Z 120.00	Z Total 2780,00
29	Monday Mar 10 Closed		Z total 2780.00
30	Tuesday Mar 10 Closed		Z Total 2780.00
31	Wednesday Mar 10 Closed		Z Total 2780.00

Roy's Bachelor Lounge

LT Enterprises, LLC

3105 E. 13th • Wichita, KS 67214 • (316) 260-9299

Dailey Sales Sheet

April 2010

1 Thursday April 10 X Food 77.00 Liquor 61.00 Z 138.00
2 Friday April 10 X food 48.00 liquor 67.00 Z 135.00 Z total 274.00
3 Saturday April 10 X food 65.00 liquor 61.00 Z 126.00 Z total 400.00
4 Sunday April 10 X food 0 liquor 31.00 Z 31.00 Z total 430.00
5 Monday April 10 Closed Z total 430.00
6 Tuesday April 10 Closed Z Total 430.00
7 Wednesday April 10 Closed Z total 430.00
8 Thursday April 10 X food 51.00 Liquor 58.00 Z 109.00 Z total 514.00
9 Friday April 10 X food 223.00 Liquor 180.00 Z 203.00 Z total 717.00
10 Saturday April 10 X food 81.00 liquor 117.00 Z 198.00 Z total 915.00
11 Sunday April 10 X food 0 Liquor 47.00 Z 47.00 Z total 962.00
12 Monday April 10 Closed Z total 962.00
13 Tuesday April 10 Closed Z total 962.00
14 Wednesday April 10 Closed Z total 962.00
15 Thursday April 10 X food 38.00 Liquor 52.00 Z 90.00 Z total 1052.00
16 Friday April 10 X food 75.00 liquor 121.00 Z 196.00 Z total 1248.00
17 Saturday April 10 X Food 67.00 liquor103.00 Z 170.00 Z total 1418.00
18 Sunday April 10 X food 0 liquor 29.00 Z 29.00 Z total 1447.00
19 Monday April 10 Closed Z total 1447.00
20 Tuesday April 10 Closed Z total 1447.00
21 Wednesday April 10 Closed Z total 1447.00
22 Thursday April 10 X food 38.00 liquor 78.00 Z 116.00 Z total 1563.00
23 Friday April 10 X food 52.00 liquor 91.00 Z 143.00 Z total 1706.00
24 Saturday X food 120.00 liquor 159.00 Z 279.00 Z total 1985.00
25 Sunday X food 0 liquor 29.00 Z 29.00 Z total 2114.00
26 Monday April 10 Closed Z total 2114.00
27 Tuesday April 10 Closed Z total 2114.00
28 Wednesday April 10 Closed Z total 2114.00
29 Thursday Closed Z 2114.00
30 Friday April 10 X food 16.00 liquor 101.00 Z 117.00 Z total 2231.00

Roy's Bachelor Lounge

LT Enterprises, LLC
3105 E. 13th • Wichita, KS 67214 • (316) 260-9299

Total Gross Sales
March $2230.00
April $2780.00

Monthly Liquor sales
March $1012.00
April $1410.00

Monthly Food Sales
March $1218.00
April $1370.00

Venders
Food and Soft Drinks
McConnell AFB Commissary
Sam's
Save A Lot
Dillion's

Liquor
Groves
Burgarts

Roy's Bachelor Lounge

LT Enterprises, LLC
3105 E. 13th • Wichita, KS 67214 • (316) 260-9299

Opereati8ng Hours

Monday through Thursday (Closed Tuesdays)
11 Am until 12 Midnight

Friday Saturday and Sunday
11 Am until 2 Am

KANSAS DEPARTMENT OF REVENUE
LIQUOR DRINK TAX RETURN

REGISTRATION NO.

Return for Jan 2010 must be filed and tax paid by Feb. 25, 2010

1. Gross receipts from all retail sales ..... $ 495.00

COMPUTATION OF TAX

2. Gross receipt from the sale of alcoholic liquor ..... $ 361.40
3. Tax due (10% of line 2) 36.14
4. Penalty (see instructions) 3.61
5. Interest (see instructions) .....
6. TOTAL AMOUNT DUE (Add lines 3, 4 & 5) ..... $ 39.75

Rays Bachelor Lounge
3105 E. 13th St.
Wichita, KS 67214

I CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE RETURN.

Signature [illegible]

KANSAS DEPARTMENT OF REVENUE
LIQUOR DRINK TAX RETURN

REGISTRATION NO.

Return for Feb 2010 must be filed and tax paid by Mar 25, 2010

1. Gross receipts from all retail sales ..... $ 467.50

COMPUTATION OF TAX

2. Gross receipt from the sale of alcoholic liquor ..... $ 341.30
3. Tax due (10% of line 2) 34.13
4. Penalty (see instructions) 3.41
5. Interest (see instructions) .....
6. TOTAL AMOUNT DUE (Add lines 3, 4 & 5) ..... $ 37.54

Rays Bachelor Lounge
3105 E. 13th St.
Wichita, KS 67214

I CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE RETURN.

Signature [illegible]

KANSAS DEPARTMENT OF REVENUE
LIQUOR DRINK TAX RETURN

REGISTRATION NO.

Return for Mar 2010 must be filed and tax paid by April 25, 2010

1. Gross receipts from all retail sales ..... $ 506.00

COMPUTATION OF TAX

2. Gross receipt from the sale of alcoholic liquor ..... $ 396.40
3. Tax due (10% of line 2) 39.64
4. Penalty (see instructions) 3.96
5. Interest (see instructions) .....
6. TOTAL AMOUNT DUE (Add lines 3, 4 & 5) ..... $ 43.60

Rays Bachelor Lounge
3105 E. 13th St.
Wichita, KS [illegible]

KANSAS DEPARTMENT OF REVENUE
LIQUOR DRINK TAX RETURN

REGISTRATION NO.

Return for April 2010 must be filed and tax paid by May 25, 2010

1. Gross receipts from all retail sales ..... $ 705.00

COMPUTATION OF TAX

2. Gross receipt from the sale of alcoholic liquor ..... $ 514.70
3. Tax due (10% of line 2) 51.47
4. Penalty (see instructions) 5.15
5. Interest (see instructions) .....
6. TOTAL AMOUNT DUE (Add lines 3, 4 & 5) ..... $ 56.62

Rays Bachelor Lounge
3105 E. 13th St.
Wichita, KS 67214

I CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE RETURN.

Signature [illegible]

LD-1
(Rev. 6/08)

MAIL THIS RETURN AND REMITTANCE TO: KANSAS MISCELLANEOUS TAX, KANSAS DEPARTMENT OF REVENUE,
915 SW HARRISON ST., TOPEKA, KANSAS 66626-5000. MAKE REMITTANCE PAYABLE TO LIQUOR DRINK TAX/KDOR

Detach and send with payment

Part II (Deductions)

A. Sales to other retailers for resale		A
B. Returned goods, discounts, allowances and trade-ins		B
C. Sales to U.S. government, state of Kansas and Kansas political subdivision		C
D. Sales of ingredient or component parts of tangible personal property produced		D
E. Sales of items consumed in the production of tangible personal property		E
F. Sales to nonprofit hospitals or nonprofit blood, tissue or organ banks		F
G. Sales to nonprofit educational institutions		G
H. Sales to qualifying sales tax exempt religious and nonprofit organizations		H
I. Sales of farm equipment and machinery		I
J. Sales of integrated production machinery and equipment		J
K. Sales of alcoholic beverages	536.10	K
L. Non-taxable labor services, original construction and residential remodeling		L
M. Deliveries outside of Kansas		M
N. Other allowable deductions		N
O. Total Deductions (Enter amount here and on line 3, Part I)		O

ST-16 (Rev. 7/05) I certify this return is correct. Leroy Thompson (Signature) 655-0454 (Daytime Phone Number)

Detach and send with payment

ST-16 (Rev. 5/08) Kansas Retailers' Sales Tax Return

FOR OFFICE USE ONLY

Tax Account Number	EIN
	~~5770~~ 510663906

Beginning Date	Ending Date	Due Date	Jurisdiction Code
Jan 2010	Mar 2010	April 25, 2010	

Business Name and Address

Roy's Bachelor Lounge
3105 E. 13th St. N.
Wichita, KS 67214

Part I

1. Gross Sales/Receipts	734.25	
2. Merchandise Consumed	536.10	
3. Deductions	—	
4. Net Sales	198.15	Tax Rate
5. Net Tax	14.47	7.3 %
6. Credit Memo		
7. Subtotal	14.47	
8. Penalty	1.45	
9. Interest	—	
10. Total Due	15.92	

Date Business Closed | Amended Return | Additional Return | Name or Address Change

Payment Amount $ 15.92

Please Sign The Back of This Return

400203

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

#

Sold To: Boys Bachelor Lounge
Address: 305 E. 13TH
Wichita, Kansas
License Number: 10-002-2350-01

Date Dec. 10, 2001

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
HENNESSY		1				67	26	67	26
Seagrams Gin		1				18	99	18	99

Agent
U.S.Government File Copy

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL	86	25
1-30pk	Bud	19	99	19	99			
1-30pk	Bud Lt	19	99	19	99			
1-20pk	Bud	15	98	15	98	TOTAL BEER	72	84
1-20pk	Miller	16	88	16	88	SUB TOTAL	159	09
						ENFORCEMENT TAX 8%	12	73
	TOTAL BEER			72	84	GRAND TOTAL	171	82

Date: 12/31/2009 3:35 PM Route: 023 Salesrep: Josh Taylor

HOUSE OF SCHWAN

Customer # 002635

ROY'S BACHELOR LOUNGE
3105 E 13TH
WICHITA, KS 67214

INVOICE#: 00230807
License#: 10002235001
Exp Date: 01/17/10

ITEM	UPC	DESCRIPTION	QTY	ORD	PRICE	DISC	DEP	AMOUNT
011030	1820011030	BUD 30/12 CAN	1	1	19.30	0.00	0.00	19.30
011036	1820000834	BUD 4/6/12 LNNR	1	1	18.25	0.00	0.00	18.25
041276	1820000987	MICH 4/6/12 LNNR	1	1	21.05	0.00	0.00	21.05
053030	1820053030	BUD LT 30/12 CAN	1	1	19.30	0.00	0.00	19.30
053106	1820000833	BUD LT 4/6/12 LNNR	1	1	18.25	0.00	0.00	18.25
		TOTAL SALES	5					$96.15

T H A N K Y O U

(+) TOTAL GROSS SALES	$96.15
(+) TOTAL DEPOSITS	$0.00
(-) TOTAL DISCOUNTS	$0.00
(+) 8% ENF TAX	$7.69
TOTAL INVOICE AMOUNT	$103.84

I N V O I C E

** CASH/CHECK ** A/R Terms COD CASH/CHECK

House of Schwan 3636 N. Comotara Wichita, KS 67226 Lic: 16-002-0041-01
Product Delivered and Received in Good Condition.

LeRoy Thompson

O R I G I N A L

SIGNATURE / STORE STAMP

DELIVERED BY
(JOSH TAYLOR)

Budweiser

Doc#: 0232061231014 MM INVOICE#: 00230807 Page 1 of 1

KING OF BEERS®

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

1376

Sold To: Rays Bachelor Lounge
Address: 3125 E. 13th St.
Wichita, Kansas
License Number: 10-002-2350-01

Date Dec. 28, 2009

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
Grey Goose		1				53	93	53	93
Patron - Silver				1		37	59	37	59
Bacardi 7		1				21	99	21	99
McCormick Vodka		2				13	99	27	98
Beefeaters Gin		2				18	99	37	98

LeRoy Thompson

Agent
U.S.Government File Copy

2-6pks COH 45 439 878

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL	179	47
1-20pk Bud		15	98	15	98			
1-20pk Bud Lt		15	98	15	98			
1-20pk MGD		15	98	15	98	TOTAL BEER	95	70
1-30pk MGD		16	99	16	99	SUB TOTAL	273	17
1-30pk Bud		19	99	19	99	ENFORCEMENT TAX 8%	21	85
	TOTAL BEER			93	70	GRAND TOTAL	295	02

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-342-01

1356

Sold To: ROY'S BACHOLER LOUNGE
Address: 3105 E. 13TH ST.
WICHITA, KS
License Number: 10-002-2350-01

Date DEC 20, 2009

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
CROWN ROYAL				1		23	75	23	75
2 - 6PKS COORS LT						4	39	8	78
1 - BUD LT 30 PK						16	88	16	88
1 - BUD 30 PK						16	88	16	88
1 - BUD LT 30 PK						16	88	16	88
1 - BUD 30 PK						19	99	19	99
1 - MGD 30 PK						16	99	16	99
1 - HIGH LIFE 30 PK						16	88	16	88
2 - HIGH LIFE 12 PK BOT						7	19	14	38
1 - MGD 30 PK						16	88	16	88
Roy Thompson									
Agent									
U.S.Government File Copy									

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL		
							23	75
						TOTAL BEER	164	54
						SUB TOTAL	165	29
						ENFORCEMENT TAX 8%	13	46
	TOTAL BEER					GRAND TOTAL	181	75

Groves Retail Liquor
9601 E. Kellogg
Wichita, Kansas 67207
KS Lic. # 01-002-0747-01

Roy's Bachelor Lounge
3105 E 13th Street
Wichita, Kansas 67214
KS Lic. # 10-002-2350-01

Date: January 26, 2010

Btls.	Cases	Item Description	Size	Item Cost	Total
1		Early Times Whiskey	1.75 Liter	12.99	12.99
1		Old Grand-Dad	1.75 Liter	21.99	21.99
1		Montezuma Silver	Liter	9.78	9.78
1		Pepe Lopez	Liter	8.50	8.50
					53.26
				+ Tax	4.26
					57.52
		LeRoy Thompson			
		Terry Thompson			

Jeff Leiker

19

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

Sold To: ROY'S BACHELOR WINGE
Address: 3105 E. 13TH ST
WICHITA, KS
License Number: 10-002-2350-01

Date JAN 11, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE	TOTAL
SEAGRAMS GIN		2				18 99	37 98
SEAGRAMS V.O		1				23 92	23 92
SEAGRAMS 7		1				21 99	21 99
BACARDI LT		1				23 72	23 72
ABSOLUTE VODKA		1				36 87	36 87
REMY V.S				1		25 76	25 76
COURVOISIER V.S.				1		25 77	25 77
CROWN ROYAL		1				47 70	47 70
SMIR 80 VODKA		1				20 99	20 99
VIAKA VODKA				2		5 99	11 98
GREY GOOSE		1				53 93	53 93
C BROS. EGG NOG		1				8 99	8 99
SEAGRAMS STRAW DAIQ					24	21 55	21 55
1-HIGH LIFE 30 PK						16 88	16 88
1-HEINEKEN REG 12PK						13 99	13 99
1-CORONA 18 PK						19 99	19 99
2-BUD 30 PKS						19 99	39 98
2-BUD LT 30 PKS						19 99	39 98
1-MGD 30 PK						19 99	19 99
1-MGD 20PK						16 88	16 88
1-BUD 20 PK						16 88	16 88
1-BUD LT 20 PK						16 88	16 88
2-HIGH LIFE 12PKS BOT						7 19	14 38
3-COLT 45 6PKS						4 39	13 17
2-SCHLITZ 6PK						3 99	7 98
1-COORS 30 PK						19 99	19 99
1-12PK HEINEKEN LT						13 99	13 99
1-6PK HEIN DK						7 99	7 99
1-SMIR ICE 12PK						13 99	13 99
Agent LeRoy Thompson							
U.S.Government File Copy							

CASES	BEER	CASE PRICE	TOTAL		
				SUB TOTAL	361 15
				TOTAL BEER	292 94
				SUB TOTAL	654 09
				ENFORCEMENT TAX 8%	52 33
	TOTAL BEER			GRAND TOTAL	706 42

Groves Retail Liquor
9601 E. Kellogg
Wichita, Kansas 67207
KS Lic. # 01-002-0747-01

Roy's Bachelor Lounge
3105 E 13th Street
Wichita, Kansas 67214
KS Lic. # 10-002-2350-01

Date: January 8, 2010

Btls.	Cases	Item Description	Size	Item Cost	Total
1		Paul Masson	1.75	17.99	17.99
2		Korbel Brandy	750 ml	8.49	16.98
				+ Tax	2.80
					37.77
1		Pepe Lopez Tequila	1-Liter	8.49	8.49
				+ Tax	.68
					9.17
		LeRoy Thompson			
		LeRoy Thompson			

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

79

Sold To: Rays Bachelor Lounge
Address: 3105 E 13TH St
Wichita Kansas
License Number: 10-002-2350-01

Date Feb 5, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
Bacardi						9	99	7	99
Smirnoff 80		1				20	99	20	99
Montezuma Tequila		1				18	48	18	48
Tanqueray GIN		1				37	01	37	01
Grey Goose			1			33	95	33	95
Courvoisier			1			31	49	31	49
Johnnie Walker (RED				1		20	85	20	85
Jim Beam				1		9	99	9	99
Amaretto (Walker)			2			8	09	16	18
Mangischewitz Concord				2		3	99	7	98
St Remy			1			14	65	14	65
Agent 3-12pks Miller High Life						7	19	21	57
U.S.Government File Copy									

LeRoy Thompson

2-6pks Schlitz 3 99 7 98

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL		
1-24pk Budweiser		24	69	24	69		223	56
1-20pk Bud		15	98	15	98			
1-20pk Budlt		15	98	15	98	TOTAL BEER	116	17
1-12pk Heineken		13	99	13	99	SUB TOTAL	339	73
1-20pk MGD		15	98	15	98	ENFORCEMENT TAX 8%	27	18
	TOTAL BEER			116	17	GRAND TOTAL	366	91

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

Sold To: Roy's Bachelor Lounge #
Address: 3105 E. 13TH St.
Wichita, Kansas
License Number: 10-002-2350-01

Date Feb 21 2010

Brand	~~PROOF~~ 54e	1.75L	1.0L	750ml	375ml	UNIT PRICE	TOTAL
Peter Vella Wh Zin	1					10 65	10 65
Cowboisier			1			31 49	31 49
McCormick 80		2				13 89	27 78
Seagrams Gin		2				18 99	37 98
Tortuga Lt Rum		1				12 99	12 99
Christian Brothers Egg Nog		1				8 99	8 99
Parrot Bay Pineapple						9 99	9 99
Wellers			1			16 34	16 34
Canadian Mist				1		9 99	9 99
1 Heineken Lt 6pk						7 99	7 99
1-30pk Bud Lt cns						19 99	19 99
2-30pk Bud cns						19 99	39 98
1-20pk Bud Lt LN						15 98	15 98
2-20pk Bud LN						15 98	31 96
1-12pk Heineken						13 99	13 99
1-12pk Smirnoff Ice						13 99	13 99
1-6pk Heineken Ok						7 99	7 99
1-Corona 18pk LN						19 99	19 99
1-20pk MGD						15 98	15 98
1-30pk MGD						19 99	19 99
1-30pk Bud Lt						19 99	19 99
1-30pk High Life						16 88	16 88
1-13pk CBH 45						13 99	13 99
1-12pk High Life						7 88	7 88
1-6pk MGD						5 55	5 55
Malibu			1			17 97	17 97
Manischewitz				2		3 99	7 98
Agent LeRoy Thompson							
U.S.Government File Copy							

CASES	BEER	CASE PRICE	TOTAL	SUB TOTAL	192 15
				TOTAL BEER	272 12
				SUB TOTAL	464 27
				ENFORCEMENT TAX 8%	37 14
	TOTAL BEER			GRAND TOTAL	501 41

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

\# 197

Sold To: Rays Bachelor Lounge
Address: 3105 E 13th
Wichita, Kansas
License Number: 10-002-2352-01

Date March 21, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
Bacardi Lt	80	2				23	72	47	44
Crown Royal	80	1				47	70	47	70
Seagrams Gin	80	1				18	99	18	99
Smirnoff 80	80	1				20	99	20	99
Hennessy	80	2				67	26	134	52
Jose Cuervo	80	1				32	73	32	73
Grey Goose	80	1				53	93	53	93
1-12pk High Life Cans						7	88	7	88
1-12pk High Life LN						7	88	7	88
2-30pks Bud cns						19	99	39	98
1-20pk Bud LN						15	98	15	98
1-12pk MLD cns						10	49	10	49
1-20pk MLD LN						15	98	15	98
1-30pk Bud Lt cns						19	99	19	99
1-20pk Bud Lt LNs						15	98	15	98
Agent									
U.S.Government File Copy									

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL	356	30
						TOTAL BEER	134	16
						SUB TOTAL	490	46
						ENFORCEMENT TAX 8%	39	24
	TOTAL BEER					GRAND TOTAL	529	70

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0412-01

194

Sold To: BOYS BACHELOR
Address: 3105 E. 13TH
WICHITA, KS
License Number: 10-002-2350-01

Date MARCH 20, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
SEAGRAMS GIN		2				18	99	37	98
SMIR VODKA		2				20	99	41	98
HENNESSEY V.S.		2				67	26	134	52
JOSE CUERVO GOLD		1				32	73	32	73
CROWN ROYAL		1				47	70	47	70
CONEY GOOSE		1				53	93	53	93
WALKERS AMARETTO			1			8	08	8	08
REMY VSOP			2			38	42	76	84
CRYSTAL PALACE GIN		1				12	00	12	00
2 - BUD 30 CANS						19	99	39	98
1 - BUD 20 PK BOT.						15	98	15	98
2 - BUD LT CANS						19	99	39	98
1 - BUD LT 20 PK BOT.						15	98	15	98
1 - HIGH LIFE 30 CANS						16	88	16	88
1 - HIGH LIFE 12 PK BOT						15	76	15	76
2 - MGD 30 PK CANS						19	99	39	98
1 - MGD 20 PK BOT						15	98	15	98
1 - HEINEKEN						26	88	26	88
1 - HEINEKEN LT						26	88	26	88
1 - COLT 45 CANS						14	70	14	70
12 PACK COORS BOT						10	88	10	88
Agent									
U.S.Government File Copy									

CASES	BEER	CASE PRICE		TOTAL				
						SUB TOTAL	465	76
						TOTAL BEER	279	86
						SUB TOTAL	745	62
						ENFORCEMENT TAX 8%	59	65
	TOTAL BEER					GRAND TOTAL	805	27

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

286

Sold To: ROYS BACHELOR LOUNGE
Address: 3105 E 13TH
WICHITA KS
License Number: 10-002-2350-01

Date APRIL 25, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
PAUL MASON	80	1				19	41	19	41
JOSE CUERVO (GOLD)	80	1				32	73	32	73
SMIRNOFF 80	80	2				20	99	41	98
SEAGRAMS GIN	80	2				20	41	40	82
HENNESSY	80	1				67	26	67	26
E&J BRANDY	80	1				20	36	20	36
CROWN ROYAL	80	1				47	70	47	70
PATRON SILVER	80			1		45	99	45	99
GREY GOOSE	80	1				53	93	53	93
BOMBAY SAPHIRE	94			1		20	89	20	89
REMY MARTIN V.S.	80			1		25	76	25	76
ABSOLUT	80	1				36	87	36	87
CRYSTAL PALACE	80	1				13	99	13	99
TORTUGA LT RUM	80	1				12	99	12	99
BUD 30PK CN	1					19	99	19	99
BUD LT 30PK CN	1					19	99	19	99
MILLER HIGH LIFE 30 PK CN	1					16	88	16	88
HEINEKEN 24 PK BOTTLE	1					26	88	26	88
BUD 20PK BOTTLE	1					14	49	14	49
BUD LT 20 PK BOTTLE	1					14	49	14	49
MILLER LT 6PK BOTTLE	1					5	55	5	55
COROWA 18PK BOTTLE	1					19	99	19	99
VELLA WH ZIN 5.0 LTR	1					11	99	11	99
HENEKEN DK 6PK	1					7	99	7	99
MGD 12PK BOTTLE	2					6	99	13	98
MILLER HIGH LIFE 12PK BOTTLE	2					7	88	15	76
HEINEKEN LT 12 PK BOTTLE	1					13	99	13	99
Agent COLT 45 18PK CN	1					13	99	13	99
U.S.Government File Copy									

CASES	BEER	CASE PRICE	TOTAL		SUB TOTAL	480	68
	Le Roy Thompson						
					TOTAL BEER	215	96
					SUB TOTAL	696	64
					ENFORCEMENT TAX 8%	55	73
	TOTAL BEER				GRAND TOTAL	752	37

Kansas Alcoholic Beverage Control Division
Liquor License

DRINKING ESTABLISHMENT

OWNER NAME: **THOMPSON,LEROY**
DBA NAME: **ROYS BACHELOR LOUNGE**
ADDRESS: **3105 E 13TH**
CITY, ZIP: **WICHITA KS 67214**

LICENSE NO: 10-002-2350-01

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:
Allows the licensee to sell and serve alcoholic liquor for consumption on the licensed premises and other activities as authorized by K.S.A. 41-2642.

AGREEMENT:
By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Thomas W. Groneman
Director, Alcoholic Beverage Control

Joan Wagnon
Secretary of Revenue

EFFECTIVE: 01/18/10 EXPIRES: 01/17/11

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email abc_licensing@kdor.state.ks.us if you have any:
- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at http://www.ksrevenue.org/abccontact.htm

Contact the Miscellaneous Tax Segment at 785-368-2222 or e-mail miscellaneous_tax@kdor.state.ks.us if you:
- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license.

~ LUNCH OR DINNER ~

SANDWICHES

All sandwiches served with Fries or Salad

mburger	5.00
ıeeseburger	5.00
.....	5.00
Ham & Cheese	5.00

~ LUNCHEON ENTREES ~

Served with choice of mashed potato or French fries & salad

n-faced Roast Beef Sandwich w/mashed potatoes	6.95
Hamburger Steak w/grilled onions & gravy	6.95
ı Chop	5.95
Sirloin Steak	6.95
d Chicken Wings	5.95
ish Fillet	6.95
;hetti w/Meat Sauce & Garlic Toast /Meatballs $1.00 extra	5.95
l Shrimp	7.95

~ SUPPER ~

Served with choice of potato & salad

1. Whole Catfish	8.95
2. Jumbo Shrimp	8.95
3. Fried Buffalo Fish	8.95
4. Fried Chicken, *light, dark or mixed*	6.95
5. Rib Eye Steak, 12 oz	12.95
6. T-bone Steak, 12-14 oz	12.95
7. Spaghetti w/Meat Balls	7.95
8. Pork Chop	6.95
9. Hamburger Steak	6.95

~ SPECIALTIES ~

Served with choice of potato & salad

Choice of either T-Bone or Rib Eye Steak

Steak and Jumbo Shrimp	19.95
Steak and Lobster Tail	21.95

~ DRINKS ~

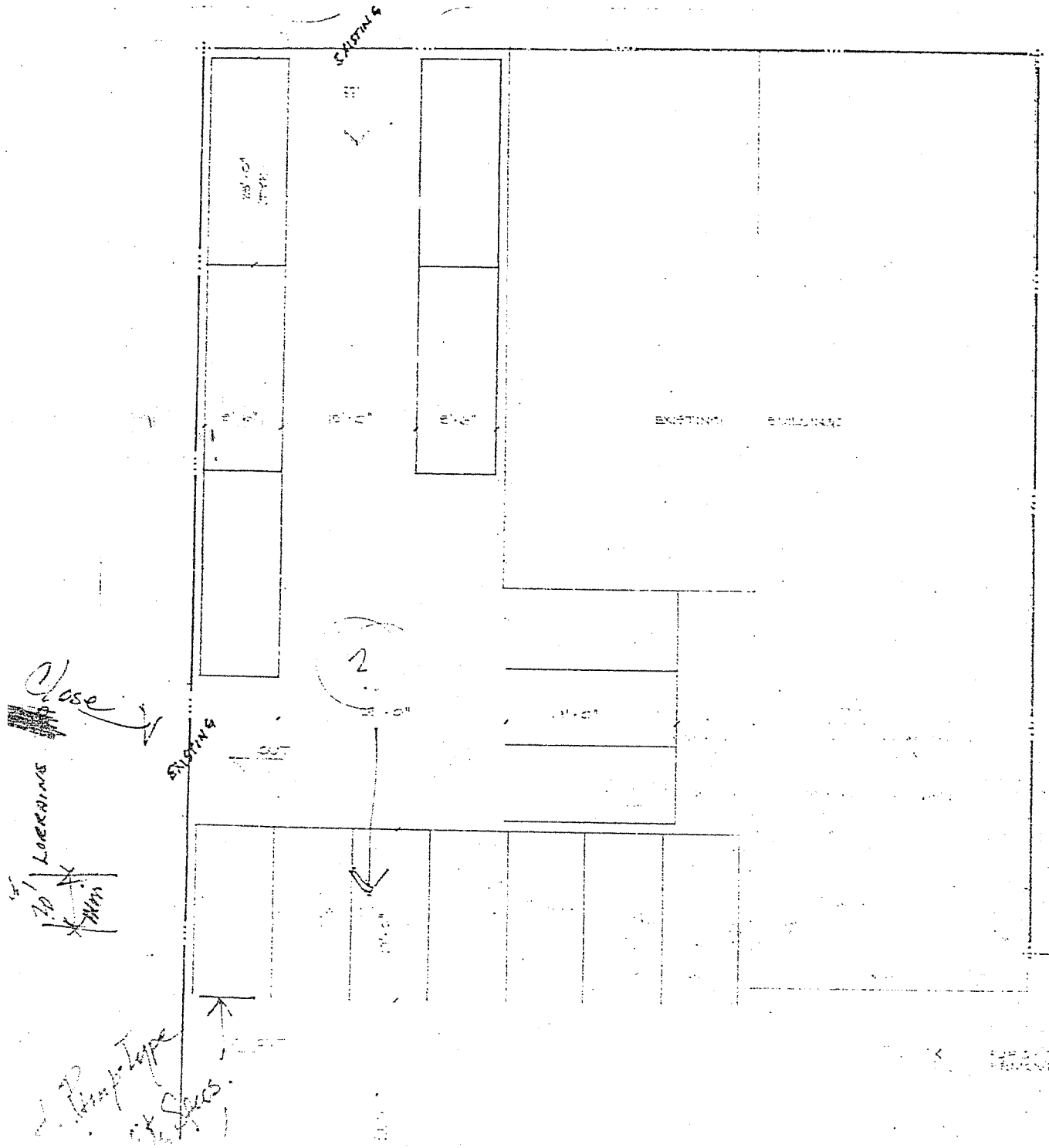
Coffee and Hot Tea free with meal

7-up	1.95
Coke	1.95
Lemonade	1.95
Coffee	1.95
Iced Tea	1.95
Milk	1.95

Roy's Bachelors Lounge
Sun- Thursday 11 am – 12 am
Fri- Sat 11am-2 am

Entertainment is Juke Box or Stereo music
Leroy Thompson Manager and Owner

Projected Sales Liquor 200/per day.
Food sales 250/ day



OFF-STREET PARKING AND LOADING

ADDRESS 3107 E. 13TH

PROJECT RESTAURANT (REMODEL & OCCUPANCY)

SCREEN LOC. AND HT. —

REQ'D BY —

NO. OF APPROVED EXISTING PARKING SPACES 32

TOTAL NO. OF PARKING SPACES REQUIRED 32

CALCULATED ON 900/250 + 76/5 + 82/5 = 4+15+17*

NO. OF APPROVED EXISTING LOADING SPACES —

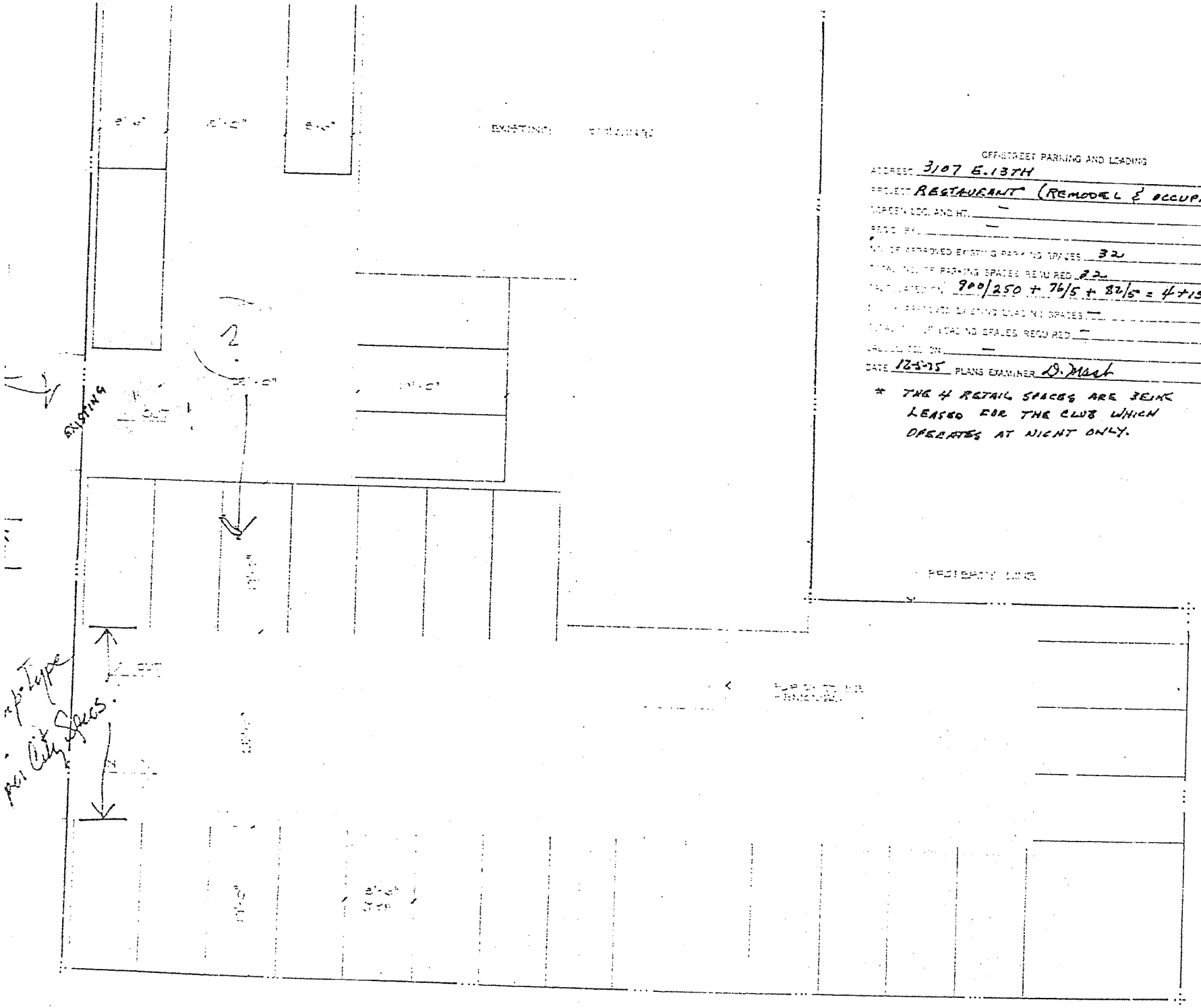
TOTAL NO. OF LOADING SPACES REQUIRED —

CALCULATED ON —

DATE 12-5-75 PLANS EXAMINER D. Mack

* THE 4 RETAIL SPACES ARE BEING LEASED FOR THE CLUB WHICH OPERATES AT NIGHT ONLY.

PROPERTY LINE



OFF-STREET PARKING AND LOADING

ADDRESS 3107 E. 13TH

PROJECT RESTAURANT (REMODEL & OCCUPANCY)

SCREEN LOC. AND HT. —

REQ'D BY —

NO. OF APPROVED EXISTING PARKING SPACES 32

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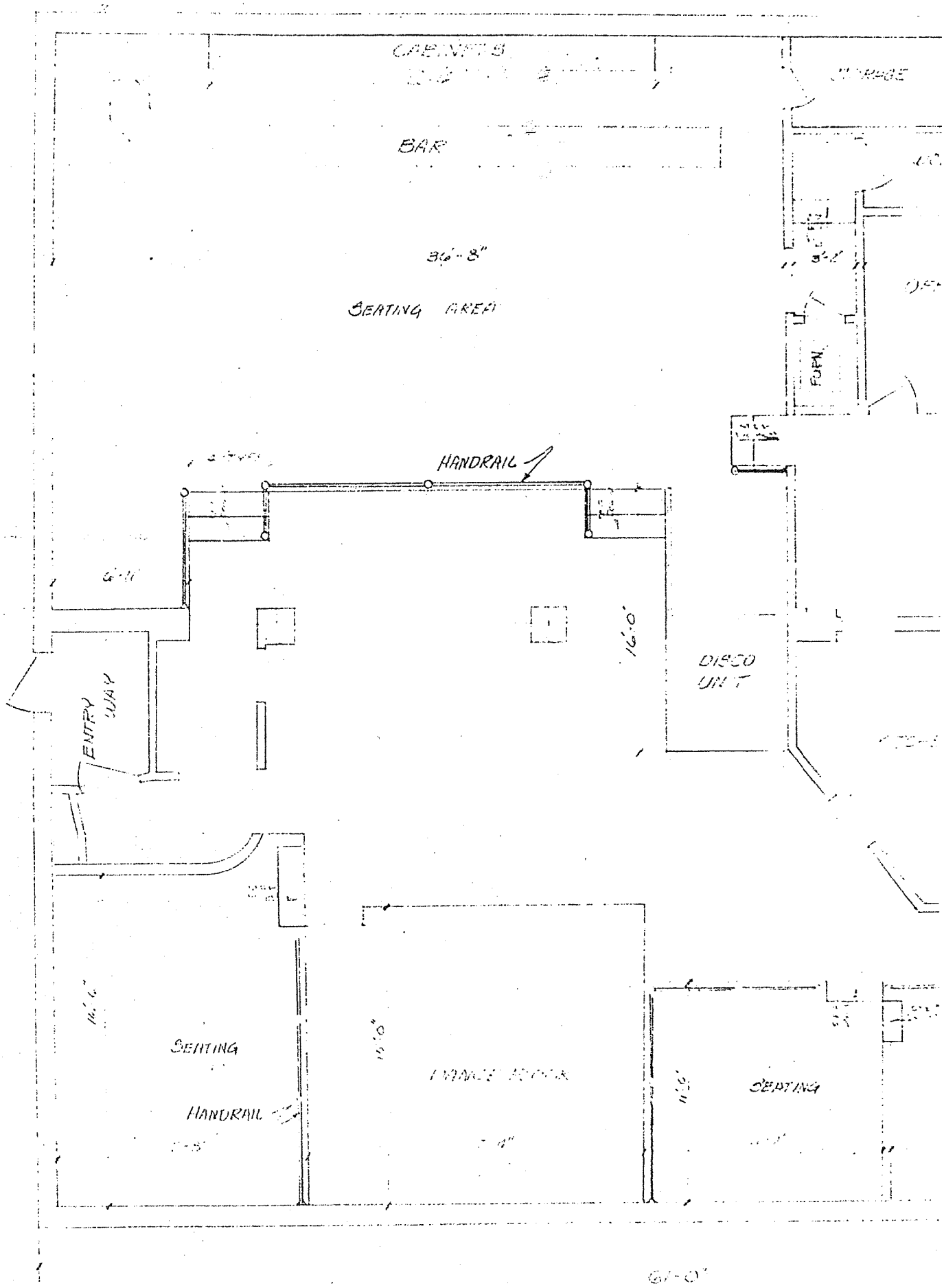
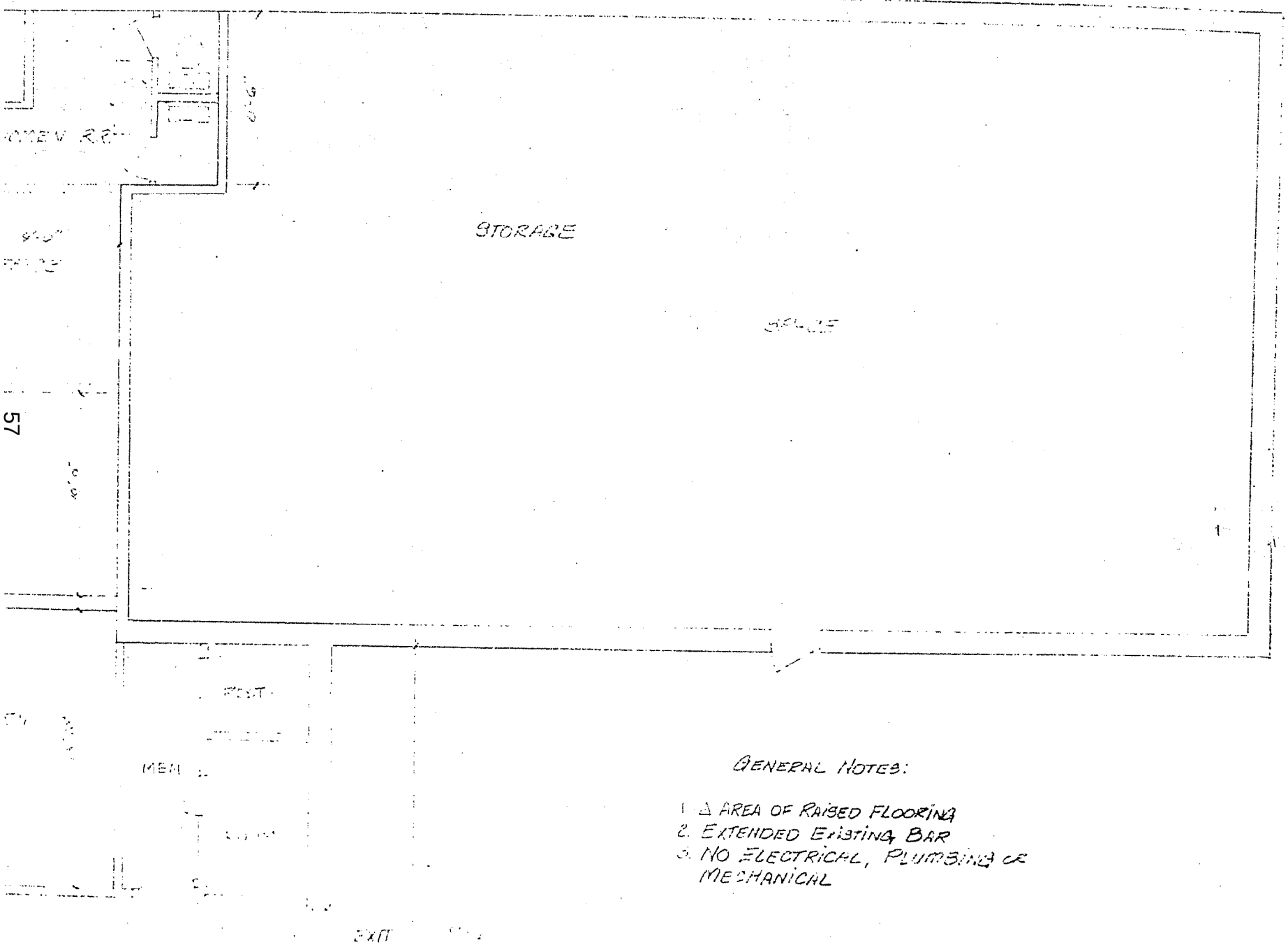
CALCULATED ON —

DATE 12-5-75 PLANS EXAMINER D. Mast

* THE 4 RETAIL SPACES ARE BEING LEASED FOR THE CLUB WHICH OPERATES AT NIGHT ONLY.


BAR
SEATING AREA
HANDRAIL
DISCO UNIT
ENTRY WAY
SEATING
HANDRAIL
SEATING



GENERAL NOTES:

1. △ AREA OF RAISED FLOORING
2. EXTENDED EXISTING BAR
3. NO ELECTRICAL, PLUMBING OR MECHANICAL

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

334

Sold To: Roys Bachelor Lounge
Address: 3105 E 13TH
Wichita, Kansas
License Number: 10-002-2350-01

Date May 16, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
Grey Goose	80	1				53	93	53	93
E & J Brandy	80	1				20	36	20	36
Canadian Mist	80	1				19	99	19	99
Patron Silver	80				1	22	99	22	99
Grand Marnier	80			1		29	99	29	99
1-30pk Miller High Life						16	88	16	88
2-12pks Miller High Life						7	88	15	76
1-12pk Colt 45						8	99	8	99
1-6pk Colt 45						4	39	4	39
1-30pk MGD						19	99	19	99
1-18pk MGD						13	49	13	49
Seagrams Strawberry Dag 4						22	68	22	68
Seagrams Fuzzy Navel 2									
Agent									
U.S.Government File Copy									

Jeremy Thomas Sr
LeRoy Thomas Sr

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL	147	26
						TOTAL BEER	102	18
						SUB TOTAL	249	44
						ENFORCEMENT TAX 8%	19	16
	TOTAL BEER					GRAND TOTAL	269	40

193

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

Sold To: BOYS BACHELOR LOUNGE
Address: 3105 EST 13TH
WICHITA KS
License Number: KS-002-2350-01

Date MARCH 19, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
HENNESSY	80		1			35	75	35	75
SMIRNOFF 80	80		2			17	36	34	72
SEAGRAMS GIN	80		2			13	47	26	94
GREY GOOSE	80		1			33	95	33	95
COURVOISIER	80		1			31	49	31	49
MONTEZUMA SILVER	80		1			10	71	10	71
PATRON SILVER	80		1			37	59	37	59
JOSE CUERVO GOLD	80		1			20	64	20	64
2-12 PK HIGH LIFE BTL						13	97	13	97
1-20PK MGD						15	98	15	98
1-24 PK HEINEKEN LT						26	88	26	88
1-24 PK HEINEKEN DK						26	88	26	88
2-12 PK SMIRNOFF ICE						26	88	26	88
1-12 PK CORONA						13	49	13	49
1-30PK BUD LT CAN						19	97	19	97
1-20PK BUD LT BTL						15	98	15	98
Agent									
U.S.Government File Copy									

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL			231.79
						TOTAL BEER	160	08	160.05
						SUB TOTAL	391	87	391.84
						ENFORCEMENT TAX 8%	31	32	31.35
	TOTAL BEER					GRAND TOTAL	423	19	423.19

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

682-5167

155

Sold To: ROYS BACHELOR LOUNGE
Address: 3105 EST 13TH
WICHITA KS
License Number: 10-002-2350-01

Date MARCH 6, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE	TOTAL
Seagrams Gin	80	4				18 99	75 96
Smirnoff 80	80	2				20 99	41 98
Parrot bay Coconut / Pineapple	42		1			9 99	9 99
Patron-Silver	80			1		37 59	37 59
Korbel	80	1				21 86	21 86
Tortuga Lt Rum	80	1				12 99	12 99
Absolute	80	1				34 99	34 99
Tanqueray 94.6				1		19 82	19 82
1-30pk Bud CNS						19 99	19 99
1-30pk Bud Lt CNS						19 99	19 99
1-20pk Bud Lt LN						15 98	15 98
1-20pk Bud LN						15 98	15 98
2-20pk MGD LN						15 98	31 96
1 Corona						26 88	26 88
2-12pks Smirnoff Ice						13 99	27 98
1-30pk High Life CNS						16 88	16 88
2-12pks High Life LN						7 19	14 38
1-18pk Coh 45 CNS						13 99	13 99
2-6pks Heineken DR						7 99	15 98
1 Seagrams Grand Deg						23 94	23 94
LeRoy Thompson							
Agent							
U.S.Government File Copy							

CASES	BEER	CASE PRICE	TOTAL		SUB TOTAL	255 18
					TOTAL BEER	243 93
					SUB TOTAL	499 11
					ENFORCEMENT TAX 8%	39 93
	TOTAL BEER				GRAND TOTAL	539 04

189

GOVERNMENT FILE COPY
PERMIT # KS-P-04798
BURGARDT RETAIL LIQUOR
3027 EAST PAWNEE
WICHITA, KANSAS 67211
01-002-0142-01

Sold To: Roys Bachelor Lounge
Address: 3105 E 13TH
Wichita Kansas
License Number: 10-002-2350-01

Date March 18, 2010

Brand	PROOF	1.75L	1.0L	750ml	375ml	UNIT PRICE		TOTAL	
HENNESSY	80	2				67	26	134	52
GREY GOOSE	80	2				53	93	107	86
CROWN ROYAL	80	1				47	70	47	70
Absolute	80	1				36	87	36	87
COINTREAU	80		1			31	49	31	49
REMY MARTIN VSOP	80		2			48	42	96	84
Seagrams GIN	80	2				18	00	36	00
Bacardi	80	2				23	72	47	44
2-30pks Bud						19	99	39	98
2-30pks Bud LT						19	99	39	98
1-30pk High Life						16	88	16	88
1-12pk High Life						7	88	7	88
1-20pk Bud LT						15	98	15	98
1-20pk Bud						15	98	15	98
2-30pks MGD						19	99	39	98
1-20pk MGD						15	98	15	98
(1) HEINEKEN						26	88	26	88
1-6pk HEINEKEN OK						7	99	7	99
(1) CORONA						26	88	26	88
(1) COH 45 CNS						14	70	14	70
Terry Sanger									
Terry Sanger									
Agent									
U.S.Government File Copy									

CASES	BEER	CASE PRICE		TOTAL		SUB TOTAL	538	72
						TOTAL BEER	269	09
						SUB TOTAL	807	81
						ENFORCEMENT TAX 8%	64	62
	TOTAL BEER					GRAND TOTAL	872	43

Kansas Department of Revenue
Division of Alcoholic Beverage Control

915 SW Harrison, Topeka, Ks. 66625-3512
Telephone 785-296-7015 Fax 785-296-7185
www.ksrevenue.org/abc.htm

On & Off Premise Licensee Inspection Report

Agent Name & ID# [illegible]

Inspection Date [illegible]

Time In [illegible] Out [illegible]

Case Number ____-___-____

Visit Type	No Violation	Warning	Violation
Educational	☐	☐	N/A
Compliance Inspection	☑	☐	☐
Complaint	☐	☐	☐

Licensee Information

Licensee [illegible] License No. [illegible]

DBA [illegible] Phone No. [illegible]

Address [illegible] City [illegible] Zip [illegible]

Days & Hours Open [illegible]

Inspection Checklist

Yes	No	
☑	☐	State liquor license (framed-hung-conspicuous). KSA 41-325, 41-2612
☑	☐	Local license / occupational tax paid. KSA 41-310, 41-2622
☐	☐	Federal Tax Stamp / proof of payment displayed. KAR 14-13-4, 14-19-33, 14-20-35, & 14-21-18
☐	☐	Liquor receipts maintained on licensed premises. KAR 14-13-10, 14-19-25, 14-20-27, & 14-21-10
☐	☐	Employees registered. KAR 14-13-5, 14-19-24, 14-20-26, & 14-21-9
☐	☐	BWP sign posted. KAR 14-13-9
☐	☐	Drink Price List. KSA 41-2640
☐	☐	Membership Roster (Class A&B). KSA 41-2610
☐	☐	Other*
☐	☐	Other*

Tax Compliance Checklist

Yes	No		
☐	☐	Copies of the most recent business tax returns?	Liquor Enforcement Tax No.
☐	☐	All records available (z-tapes, source documents, ect.)	Liquor Drink Tax No.
☐	☐	Other* (flag)	Sales Tax No.

Agent Comments

[illegible]

Licensee Certification: I have reviewed the above information and have received a copy of this document.

Lic. Rep. Signature: [illegible] Agent Signature: [illegible]

Print Name: [illegible] Agent Signature:

Print Title: [illegible] (Other* - See Applicable Violation Checklist)

ABC-137 (Revised 03/14/08) Distribution: White-Office Pink-Licensee Green-Agent

INVOICE

GROVES LIQUOR
9601 E. KELLOGG
WICHITA KS 67207
LIC # 01-002-0747-01

No.

INVOICE DATE: 1-31-10
CUSTOMER'S ORDER NO.: 13110

SOLD TO:
RAYS BACHELOR LOUNGE
3105 E. 13TH
WICHITA KS 67214 LIC # 10-002-2350-01

SHIP TO:

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT	
	2 btls	SMIRNOFF VODKA 80pf 1.75 L	18.99	37	98
	2 btls	SEAGRAMS GIN 1.75 L	17.49	34	98
	2 btls	GREY GOOSE 1.75 L	48.99	97	98
	2 btls	HENNESSY 1.75 L	53.99	107	98
	1 btl	COURVOSIER 750 mL	25.50	25	50
	1 btl	KORBEL BRANDY 750 mL	8.50	8	50
	1 btl	PAUL MASSON 1.75 L	16.99	16	99
	1 btl	E+J VSOP 1.75 L	18.99	18	99
	1 btl	E+J VS 1.75 L	18.29	18	29
	1 btl	OLD GRAND-DAD 1.75 L	20.99	20	99
	1 btl	SEAGRAMS VO 1.75 L	19.99	19	99
	1 btl	SEAGRAMS 7 1.75 L	17.99	17	99
	1 btl	SOUTHERN COMFORT 70pf w/ ROSES LIME CO-PACK 750	11.99	11	99
	1 btl	BACARDI LIMON 750 mL w/ MUDDLER	7.99	7	99

adams 812

INVOICE

INVOICE

[illegible]

No.

INVOICE DATE	1-31-10
CUSTOMER'S ORDER NO.	13110

SOLD TO:	SHIP TO:
Roys Bachelor Lounge	
3105 E 13th	
Wichita KS 67211 Lic # 10 057-2350-01	

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT	
	2 btls	Smirnoff Vodka 80pf 1.75 L	13.99	37	[illegible]
	2 btls	Seagrams Gin 1.75 L	17.99	[illegible]	[illegible]
	2 btls	Grey Goose 1.75 L	[illegible]	[illegible]	[illegible]
	2 btls	Hennessy 1.75 L	53.99	107	9
	1 btl	Courvoisier 750 mL	25.50	25	50
	1 btl	Korbel Brandy 750 mL	8.50	8	50
	1 btl	Paul Masson 1.75 L	16.99	16	99
	1 btl	E+J VSOP 1.75 L	18.99	18	99
	1 btl	E+J VS 1.75 L	18.29	18	29
	1 btl	Old Grand-Dad 1.75 L	20.99	20	99
	1 btl	Seagrams VO 1.75 L	19.99	19	99
	1 btl	Seagrams 7 1.75 L	17.99	17	99
	1 btl	Southern Comfort 70pf w/ Roses Lime Co-Pack 750	11.99	11	99
	1 btl	Bacardi Limon 750mL w/ Muddler	7.99	7	99

adams
812

INVOICE

INVOICE

GROVES LIQUOR
9601 E. KELLOGG
WICHITA KS 67207

LIC # 01-002-0747-01

No.

INVOICE DATE	1-31-10
CUSTOMER'S ORDER NO.	13110

SOLD TO:	SHIP TO:
ROYS BACHELOR LOUNGE	
3105 E. 13TH	
WICHITA KS 67214 LIC # 10-002-2350-01	

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT	
2 CASES		BUDWEISER 30pk 12oz	18.50	37	00
2 CASES		BUD LT 30pk 12oz	18.50	37	00
1 CASE		MILLER HIGH LIFE 30pk 12oz	15.50	15	50
1 CASE		MILLER GENUINE DRAFT 30pk 12oz	18.50	18	50
1 CASE		BUDWEISER 20pk 12oz	15.50	15	50
1 CASE		BUD LT 20pk 12oz	15.50	15	50
1 CASE		MILLER GENUINE DRAFT 20pk 12oz	15.50	15	50
1 CASE		MILLER HIGH LIFE 2/12pk 12oz	13.00	13	00
	1	HEINEKEN 12pk 12oz	13.50	13	50
	1	HEINEKEN LIGHT 12pk 12oz	13.50	13	50
		SUBTOTAL		640	14
		8% TAX		51	21
		TOTAL		691	35

adams 812

INVOICE

INVOICE

Groves Liquor
3601 E. Kellogg
Wichita KS 67207

Lic # 01-002-0747-01

No.

INVOICE DATE	1-31-10
CUSTOMER'S ORDER NO.	13110

SOLD TO:	SHIP TO:
Roys Bachelor Lounge	
3105 E. 13th	
Wichita KS 67214 Lic # 10-002-2350-01	

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT	
2 cases		Budweiser 30pk 12oz	18.50	37	00
2 cases		Bud Lt 30pk 12oz	18.50	37	00
1 case		Miller High Life 30pk 12oz	15.50	15	50
1 case		Miller Genuine Draft 30pk 12oz	18.50	18	50
1 case		Budweiser 20pk 12oz	15.50	15	50
1 case		Bud Lt 20pk 12oz	15.50	15	50
1 case		Miller Genuine Draft 20pk 12oz	15.50	15	50
1 case		Miller High Life 2/12pk 12oz	13.00	13	00
	1	Heineken 12pk 12oz	13.50	13	50
	1	Heineken Light 12pk 12oz	13.50	13	50
		Subtotal		640	14
		8% Tax		51	21
		Total		691	35

adams
812

INVOICE

	37·98	+
	34·98	+
	97·98	+
	107·98	+
	25·50	+
	8·50	+
	16·99	+
	18·99	+
	18·29	+
	20·99	+
	19·99	+
	17·99	+
	11·99	+
	7·99	+
	37·00	+
	37·00	+
18 btls	15·50	+
11 cs	18·50	+
	15·50	+
	15·50	+
	15·50	+
	13·00	+
	13·00	+
	13·50	+
	640·14	*

BURGARDT LIQUOR
3027 E PAWNEE ST
WICHITA KS 67211
316-682-5167

Merchant ID: 88300103703

Sale

6545
DEBIT — Entry Method: Swiped

Total: $ 94.40

05/16/10 — 15:26:10
Inv#: 000016 — Appr Code: 100339
Apprvd: Online — Batch#: 001429

Merchant Copy
NO SIGNATURE REQUIRED

THANK YOU!
PLEASE COME AGAIN!

Dillons
www.dillons.com

6297 E. 13TH STREET
(316) 684-5166
YOUR CASHIER WAS GAIL

KRO PINEAPPLE 4UICPC
SC PLUS SAVINGS 0.26
KRO PINEAPPLE 4UICPC
SC PLUS SAVINGS 0.26
Plus Customer *****
TAX 0
BALANCE 4
CASH 20.00
CHANGE 15
TOTAL NUMBER OF ITEMS SOLD = 2
********** SAVINGS **********
STORE COUPONS 0.52
TOTAL SAVINGS (10 pct) 0.52
****

04/15/10 10:55pm 35 01 904 613
****
ENTER TO WIN
ONE OF 15
$100 GIFT CARDS

You are invited to complete a survey about your recent shopping visit
Answer by Internet @
www.tellkroger.com

You need this receipt to respond

****

****
Now save up to $1 per gallon
Every 100 pts earns $0.10 off per gal

Fuel Points This Order = 5
Fuel Points Expiring 05/31/10 = 96
Points under 100 do not carry over.

Highest qualifying discount from last OR current month will apply at pump.
Monthly points do not combine.

See Store for Details & Restrictions
Or Visit www.dillons.com/fuel
****

PLUS CARD SAVINGS THIS ORDER = $ 0.52

BY USING YOUR PLUS CARD,
YOU SAVED TO DATE $ 178.77

****
SURVEY ENTRY CODE: 615 242
****

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

NON-FOOD

BLEACH ULTRA96Z SO W	
2 @ $1.39 EA	$2.78
LQ CLNR 28Z PINE SOL	$2.29
TOTAL DEPARTMENT	$5.07
3 BALANCE DUE	$5.39
CASH	$6.00
CHANGE	$0.61

TAX-CODE	TAXABLE-VAL	TAX-VALUE
TAX 6.300%	$5.07	$0.32 A

CASHIER NAME: LARISSA
C0012 #0027 9:09:23 7MAR2010
S24516 R003

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Dillons
www.dillons.com

6297 E. 13TH STREET
(316) 684-5146
YOUR CASHIER WAS KIRSTIN

	DOLE PINEAPPLE JCEPC	2.39 F
SC	PLUS SAVINGS 0.30	
	DOLE PINEAPPLE JCEPC	2.39 F
SC	PLUS SAVINGS 0.30	
Plus Customer		********5625
	TAX	0.30
****	BALANCE	5.08
	CASH	5.08
	CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 2
********** SAVINGS **********
STORE COUPONS 0.60
TOTAL SAVINGS (11 pct.) 0.60
****

03/11/10 10:52pm 35 1 468 605
****
Now save up to $1 per gallon
Every 100 pts earns $0 10 off per ga

Fuel Points This Order = 5
Fuel Points Expiring 04/30/10 = 5
Points under 100 do not carry over

Highest unredeemed discount from las
OR current month will apply at pum
Months' points do not combine

See Store for Details & Restrictio
Or Visit www.dillons.com
****

PLUS CARD SAVINGS THIS ORDER = $ 0.

BY USING YOUR PLUS CARD,
YOU SAVED TO DATE $ 0.60

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

GROCERY

HCKRY SMOK FIGARO 42	$0.99 F
KC BBQ SCE 28Z BAUMN	
2 @ $1.39 EA	$2.[illegible]
TOTAL DEPARTMENT	$3.[illegible]

NON-FOOD

LG RECT RACK ROASTER	[illegible].29 A
TOTAL DEPARTMENT	[illegible].29

PRODUCE

CABBAGE, RED OR GRN	
5.09 lb @ $0.49/lb	$2.[illegible] F
TOTAL DEPARTMENT	$2.49
5 BALANCE DUE	[illegible].03
CASH	[illegible].00
CHANGE	$1.97

TAX-CODE	TAXABLE-VAL	TAX-VALUE
TAX 6.300%	$7.55	[illegible] A

CASHIER NAME: MARIA
C0018 #0127 14:15:01 28MAR2010
S24516 R004

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

PRODUCE

LEMONS	
20 @ 2 FOR $1.00	$10.00 A F
LIMES	
20 @ 4 FOR $1.00	$5.00 A F
TOTAL DEPARTMENT	$15.00
40 BALANCE DUE	$15.95
CASH	$20.00
CHANGE	$4.05

TAX-CODE	TAXABLE-VAL	TAX-VALUE
TAX 6.300%	$15.00	$0.95 A

CASHIER NAME: LEVARN E.
C0017 #0134 13:49:44 2MAY2010
S24516 R004

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

DUCE

EMONS
16 @ $0.50 EA $8.00 A F
IMES
@ 3 FOR $1.00 [illegible] A F
OTAL DEPARTMENT $14.00

BALANCE DUE $14.08
CASH $20.00
CHANGE $5.12

CODE TAXABLE-VAL TAX-VALUE
6.300% $14.00 [illegible] A

TER NAME [illegible]
18 [illegible]
[illegible]

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Save a Lot

#24516
2402 E. 13th
Wichita, KS [illegible]

GROCERY

FR LOAVES 14Z THEODO
2 @ $1.39 EA $2.78 A F
TOTAL DEPARTMENT $2.78

PRODUCE

CABBAGE, RED OR GRN
3.03 lb @ $0.49/lb $1.48 A F
CABBAGE, RED OR GRN
6.85 lb @ $0.49/lb. $3.36 A F
TOTAL DEPARTMENT $4.84

4 BALANCE DUE $8.10
CASH $10.00
CHANGE $1.90

TAX-CODE TAXABLE-VAL TAX-VALUE
TAX 6.300% $7.62 $0.48 A

CASHIER NAME: KELLY S.
0004 #0258 20:29:56 3APR2010
S24516 R001

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

FROZEN

MINI COB-CRN 6CT WYL
7 @ $1.79 EA $12.53 A F
ITEM SUBTRACTED
MINI COB-CRN 6CT WYL
4 @ -$1.79 EA -$7.16 A F
TOTAL DEPARTMENT $5.37

3 BALANCE DUE $5.71
CASH $6.00
CHANGE $0.29

TAX-CODE TAXABLE-VAL TAX-VALUE
TAX 6.300% $5.37 $0.34 A

CASHIER NAME: MICHELLE P.
C0019 #0183 14:18:48 28MAR2010
S24516 R003

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

GROCERY

FLOUR A/P 80Z G EVAN
2 @ $1.59 EA $3.18 A F
ORBIT PEPPERMINI 14P $0.99 A F
TOTAL DEPARTMENT $4.17

BALANCE DUE $4.43
CASH $10.00
CHANGE $5.57

-CODE TAXABLE-VAL TAX-VALUE
6.300% $4.17 $0.26 A

HIER NAME: KYRE
107 #0136 20:46:53 19FEB2010
S24516 R001

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

SOUTHWEST LEMONADE STORE #05144
PROVIDENCE [illegible]
4610 E 13TH ST
WICHITA, KS 67208 2202
[illegible]

DRY [illegible] MARKING [illegible]	1 50
0274[illegible]664-1	
DRY FOAM BOARD	1.00
0204[illegible]100146-1	
DRY FOAM BOARD	1 00
[illegible]46100146-1	
DRY FOAM [illegible]	3.00
[illegible]00094202 1	
DEL [illegible] [illegible]ILKY	2 00
0739[illegible]4[illegible]165-1	
DRY [illegible] [illegible]197	2.00
0739[illegible]4[illegible]165 1	
SHIPPING	$10.50
TAX 1	$0.66
TOTAL	$11 16
CASH	$15 00
CHANGE	$3 84

ITEMS 5
[illegible]09-04 14 36 43 05144 01 669[illegible]

9005350503583991331032991991991471121164[illegible]

CUT HERE

DIRECTV
DIRECT TO YOU TELEVISION

MORE TV. LESS MONEY.
Ask how to save $29 every month and lock in your price for one year!
No Equipment to Buy!
No Start Up Cost!

Switch today: 1 866 951-9315
or directv.com

Rates required. Offers end 5/3/10, on approved credit. Credit card required except in MA & PA. New customers only. Lease & 24 month programming agreement req'd. Hardware available separately. Applicable use tax additional may apply. [illegible] the retail value of the installation. Conditions apply. Call for details.
CUT HERE

Check out our new Spring clothing Featuring bobbie brooks, Open Trail and Fisher Price.
Look Good Save Smart!

Welcome to QuikTrip

QuikTrip #00325
1414 N. Oliver
Wichita,KS
(316)682-7011

10:33:37 PM 05-21-2010
Register #0002

Outsid Ice 20lb		$4.39
Outsid Ice 20lb		$4.39
Outsid Ice 20lb		$4.39
Sub-Total:		$13.1
Tax:		$.8
Total:		$14.0(

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

PRODUCE
---
4 LB BAG ORANGE $1.99 A F
LEMO. S
14 @ $0.50 EA
LIMES $7.00 A F
15 @ 3 FOR $1.00
TOTAL DEPARTMENT $5.00 A F
$13.99

30 BALANCE DUE
CASH $14.87
CHANGE $20.00
$5.13

TAX-CODE	TAXABLE-VAL	TAX-VALUE
TAX 6.300%	$13.99	$0.88 A

Thank You
Come Again

CASHIER NAME: MANUEL H.
C0013 #0049 12:30:47
S24516 R002 2APR2010

THANK YOU FOR SHOPPING AT
SAVE-A-LOT
JUST LOOK AT THE RECEIPT!

FAMILY DOLLAR
my family. my family dollar.
STORE #2143 1341 N GROVE AVE
WICHITA,KS, 316-263-9334

PINE SOL LEMON TWN PK 480Z	5.00 T
041294910606	
PAINT TRAY KIT 5PC 076670201054	5.00 T
SUBTOTAL	$10.00
TAX1	$0.63
TOTAL	$10.63
CASH	$20.63
CHANGE	$10.00

9902143019735014720 3

ITEMS 2
04-21-2010 08:24:13 02143 01 716379 9735
Cash Check Debit Credit EBT Accepted
Open Mon-Sat 8am-9pm Sunday 10am-8pm

Dollar Tree Stores, Inc.

(316) 6[illegible]
Sou[illegible]k Road
11[illegible]
ta KS 67207

IPTION	QTY	PRICE	TOTA
N BAKED BEANS	1	1.00	1.00
N BAKED BEANS	1	1.00	1.00
N BAKED BEANS	1	1.00	1.00
& PLENTY	1	1.00	1.00
& PLENTY	1	1.00	1.00
& PLENTY	1	1.00	1.00
& PLENTY	1	1.00	1.00
N BAKED BEANS	1	1.00	1.00T
[illegible]	1	1.00	1.00T
STORAGE	1	1.00	1.00T
STORAGE	1	1.00	1.00T
AUNDRY DTRGNT	1	1.00	1.00T
AUNDRY DTRGNT	1	1.00	1.00T
LEACH CASEPAK	1	1.00	1.00T
HOTO PAPER	1	1.00	1.00T
HOTO PAPER	1	1.00	1.00T
HOTO PAPER	1	1.00	1.00T
E PLAYSET	1	1.00	1.00T
E PLAYSET	1	1.00	1.00T
BRUSHES	1	1.00	1.00T
CHERRY	1	1.00	1.00T
BRUSHES W/CAP	1	1.00	1.00T
S & RABBITS	1	1.00	1.00T
BRUSHES	1	1.00	1.00T
MALLOW EGGS	1	1.00	1.00T
GAMES	1	1.00	1.00T
GAMES	1	1.00	1.00T
NS IN BOX	1	1.00	1.00T
Y WINE GLASS	1	1.00	1.00T
COLA GENUINE	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
RMAN WATCH	1	1.00	1.00T
NG GLASSES	1	1.00	1.00T
NG GLASSES	1	1.00	1.00T

Sub Total	$39.00
SALES TAX	$2.46
Total	$41.46
Cash	$60.00
CHANGE ====>	$-18.54

k You for Shopping at Dollar Tree
Where Everything's $1.00
w Shop On-Line at Dollartree.com

) 1938 01 00011 51221 4/04/10 11:44
Associate: Doris

MCCONNELL AFB COMMISSARY

YOUR CASHIER TODAY IS LaDonna

	PEPPERS JAL	74815941667	1.19 B
	3 @ 1.11		
	PUDDING VAN	4300020692	3.33 B
	3 @ 0.80		
	GRAVY MIX C	5210009722	2.40 B
	COOKIES NIL	4400003721	2.99 B
	6 @ 3.00		
	JUICE ORANG	4850000770	18.00 B
	6 @ 1.99		
	JUICE CRANB	3120020007	11.94 B
	6 @ 1.52		
	JUICE PINEA	3890000818	9.12 B
	4 @ 5.19		
	MEATBALLS S	7708340433	20.76 B
	2 @ 1.99		
	SAUSAGE POL	4450033121	3.98 B
	MUSHROOMS W	3338367500	1.09 B
	3.13 @ 0.80		
WT	BANANAS PLA	4235	2.50 B
	3 @ 1.39		
	CABBAGE CEL	3338365271	4.17 B
	PRODUCE KEY	999960	1.09 B
	SURCHARGE		4.13
	**** BALANCE		86.69
	CASH		100.00
	CHANGE		13.31

TOTAL NUMBER OF ITEMS SOLD = 38
03/12/10 12:17PM 1024 1 64 100

1010240010064100312121 7

YOUR BAGGER TODAY IS 57

Find coupons, recipes and more a
WWW.COMMISSARIES.COM

MCCONNELL AFB COMMISSARY

YOUR CASHIER TODAY IS LINDSAY

2 @ 1.79		
MIXER GRENA	1660000074	3.58 B
5 @ 0.89		
SODA 7UP	780[illegible]0034	4.45 B
3 @ 1.59		
JUICE PINEA	3890000818	4.77 B
5 @ 0.89		
SODA RC COL	7800000337	4.45 B
4 @ 2.00		
JUICE CRANB	3120036627	8.0[illegible]
4 @ [illegible]		
JUICE [illegible]	[illegible]	8.00 B
CHE[illegible]	[illegible]	2.50 B
SA[illegible]	[illegible]	2.00 B
SAU[illegible]	[illegible]	2.00 B
S[illegible]	[illegible]	1.36 B
SALI [illegible]	[illegible]	1.22 B
SALI PORK	21251000000	1.24 B
HAM WHOLE B	28125800000	28.20 B
CHICKEN WIN	24087400000	3.04 B
5 @ 1.79		
BACON SLCD	1590006000	8.95 B
2 @ 0.71		
BREAD WHITE	7870001490	1.42 B
VITAMINS FI	3076816888	3.72 T
2 @ 4.11		
GROUND BEEF	20168700000	8.22 B
T BONE STEA	20218400000	5.52 B
T BONE STEA	20218400000	5.46 B
TOP LOIN ST	20140400000	4.08 B
TOP LOIN ST	20140400000	3.57 B
RIBEYE ROAS	20201200000	4.51 B
RIBEYE ROAS	20201200000	4.98 B
T BONE STEA	20218400000	6.15 B
Pork Loin T	20332800000	5.93 B
TOP LOIN ST	20140400000	3.28 B
TOP LOIN ST	20140400000	3.35 B
POTATOES 10	60580600129	2.00 B
SURCHARGE		7.30
**** BALANCE		153.25
CASH		160
CHANGE		6.75

TOTAL NUMBER OF ITEMS SOLD = 52
04/02/10 05:04PM 1024 1 156 110

1010240010156100402170 4

NO BAGGER NUMBER ENTERED

Sam's CLUB

Savings Made Simple

CLUB MANAGER DARYL CROSTON
(316) 634 - 6007
Fax and Pull # (316)634-0079
WICHITA, KS
4/10 12:25 3170 6418 010 1751

MBER 101-*******0900

ANK YOU,
BACHELOR LOUNGE

239981	TOWEL REFILL	22.88
949273	BATH TISSUE	19.88
949273	BATH TISSUE	19.88
372754	NAPKIN	12.66
31527	CHERRY 1/2GL	7.88
31527	CHERRY 1/2GL	7.88
645583	TROP 100% OJ	7.98
19442	3LB CA LEMON	4.47
386427	MANZSTUFOLIV	5.72
915922	MM CALCIUM	9.32
933754	VIT C W/ RH	8.74
255971	DIAL 20 BAR	7.67
	SUBTOTAL	134.96
	TOTAL	134.96
	CASH TEND	140.00
	CHANGE DUE	5.04

ITEMS SOLD 12

f eValues redeemed this trip 00
Values redeemed this trip $0.00
f eValues remaining 14

isit samsclub.com to view eValues

TC# 7948 6717 7767 3907 5904 4

WE VALUE YOUR OPINION
VE WANT TO KNOW ABOUT YOUR SHOPPIN
EXPERIENCE TODAY AT SAM'S CLUB
ase complete a survey about today's club visit
http://www.survey.samsclub.com
RETURN FOR YOUR TIME YOU COULD REC
IE OF FIVE $1,000 SAMS CLUB SHOPPING C
You must be 18 or older and a legal resident of
nited States to enter. No purchase necessary
o enter without purchase and for official rules v
www.entry.survey.samsclub.com
weepstakes period ends on the date shown in
ficial rules. Survey must be taken within TWO w
of today.
sta encuesta también se encuentra en español
página de Internet.

THANK YOU

njoy warmer weather with grills a
ther outdoor items at samsclub.c
04/24/10 12:28:

BIG LOTS!

#01812
6222 East 21st
Wichita, KS 67208
(316) 683-0291

04/12/2010 10:38:04 AM CDT
Trans.: 5805 Store: 01812
Reg.: 001 Till:mel12
Cashier: 1315712 Sales: 1315712

SALE
0181200158052010041 2

SUN 25oz OXY A/B DISH CI		1.00 T
140002054	1 @ 1.00	
SUN 25oz OXY A/B DISH CI		1.00 T
140002054	1 @ 1.00	
SUN 25z OXY SMMR BOUQUET		1.00 T
140011898	1 @ 1.00	
SUN 25z OXY SMMR BOUQUET		1.00 T
140011898	1 @ 1.00	
BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
AIR FRESH 9/8z TROP/TBA		1.00 T
140011140	1 @ 1.00	
AIR FRESH 9/8z TROP/TBA		1.00 T
140011140	1 @ 1.00	
Sub-Total		**10.50**
KS 6.3% Taxable	10.50	
KS 6.3% Tax	0.66	
Total Sales Tax		**0.66**
Total		**11.16**
Cash	11.16	
Total Tender		**11.16**
Change Due		**0.00**

Thank you for shopping at Big Lots!

Sign up for Buzz Club Rewards at
www.biglots.com

Retain this receipt for
return or exchange

Merchandise must be in its original
condition as of the day it was purchased

****
RETURNS WITH THIS RECEIPT WILL
BE ACCEPTED THROUGH
5/12/2010

Customer Copy

BIG LOTS!

#01812
6222 East 21st
Wichita, KS 67208
(316) 683-0291

04/27/2010 6:49:25 PM CDT
Trans.: 9637 Store: 01812
Reg.: 001 Till:jim12
Cashier: 919406 Sales: 919406

SALE
0181200196372010042 7

BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
BLEACH 128 OZ NVO		1.50 T
140013837	1 @ 1.50	
BLEACH 128 OZ NVO		1 50 T
140013837	1 @ 1.50	
SUN 25oz OXY A/B DISH CI		1.00 T
140002054	1 @ 1.00	
SUN 25oz OXY A/B DISH C		1.00 T
140002054	1 @ 1.00	
SUN 25oz OXY A/B DISH CI		1 00 T
140002054	1 @ 1.00	
SUN 25oz OXY A/B DISH CI		1.00 T
140002054	1 @ 1.00	
Sub-Total		**10.00**
KS 6.3% Taxable	10.00	
KS 6.3% Tax	0.63	
Total Sales Tax		**0.63**
Total		**10.63**
Cash	10.63	
Total Tender		**10.63**
Change Due		**0.00**

Thank you for shopping at Big Lots!

Sign up for Buzz Club Rewards at
www.biglots.com

Retain this receipt for
return or exchange

Merchandise must be in its original
condition as of the day it was purchased

****
RETURNS WITH THIS RECEIPT WILL
BE ACCEPTED THROUGH
5/27/2010

Customer Copy

Savings Made Simple

CLUB MANAGER JIM MILLERBORG
(316) 945 - 3010
ax and Pull # (316) 942 - 0492
WICHITA, KS
)8/10 17:26 5088 8254 012 2158

:MBER 101-*******7046

ANK YOU,
HIA WORTHY

336296	PICNIC PACK	7.98	T
76440	FLOUNDER	9.98	T
86039	FRYING OIL	18.56	T
86039	FRYING OIL	18.56	T
	SUBTOTAL	55.08	
TAX 1	6.300 %	3.47	
	TOTAL	58.55	
	CASH TEND	100.00	
	CHANGE DUE	41.45	

ITEMS SOLD 4

TC# 9910 6948 6160 8111 4994

WE VALUE YOUR OPINION
WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT SAM'S CLUB
se complete a survey about today's club visit at:
http://www.survey.samsclub.com
ETURN FOR YOUR TIME YOU COULD RECEIVE OF FIVE $1,000 SAMS CLUB SHOPPING CARDS
u must be 18 or older and a legal resident of the d States to enter. No purchase necessary to wir nter without purchase and for official rules visit:
www.entry.survey.samsclub.com
apstakes period ends on the date shown in the l rules. Survey must be taken within TWO week of today.
ncuesta también se encuentra en español en la página de Internet.

THANK YOU

are a proud sponsor of National all Business Week, May 23-29.
05/08/10 17:27:00

Savings Made Simple

CLUB MANAGER DARYL CROSTON
(316) 634 - 6007
Fax and Pull # (316)634-0079
WICHITA, KS
05/15/10 12:30 4532 6418 016 2563

V MEMBER 101-*******7045

THANK YOU,
CYNTHIA WORTHY

SUSPEND ITEMS FOLLOW

E	6025 FRENCH FRIES	17.28	T
E	929187 IQF WINGS	18.78	T

SUSPEND ITEMS COMPLETE

	SUBTOTAL	36.06
TAX 1	6.300 %	2
	TOTAL	38
	CASH TEND	40.00
	CHANGE DUE	1.67

ITEMS SOLD 2

TC# 7487 9884 9691 5898 2210

WE VALUE YOUR OPINION
WE WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT SAM'S CLUB
Please complete a survey about today's club visit at:
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1,000 SAMS CLUB SHOPPING CARDS
You must be 18 or older and a legal resident of the United States to enter. No purchase necessary to win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.
Esta encuesta también se encuentra en español en la página de Internet.

THANK YOU

Get your Serta mattress delivered!
Just ask an Associate for details.
05/15/10 12:30:23

Savings Made Simple

CLUB MANAGER JIM MILLERBORG
(316) 945 - 3010
Fax and Pull # (316) 942 - 0492
WICHITA, KS
05/08/10 17:10 7485 8254 010 2252

V MEMBER 101-*******7046

THANK YOU,
CYNTHIA WORTHY

E	685436	ANGUS PATTIE	13.98	T
E	710607	MIX N MATCH	3.78	T
E	2726	CHEESE 72CT	7.62	T
E	256658	BEEF FRANKS	19.78	T
E	46746	HOT DOG BUNS	2.43	T
E	46746	HOT DOG BUNS	2.43	T
E	456686	CHEESE SAUCE	5.72	T
E	45929	HAM BUNS	2.42	T
E	45929	HAM BUNS	2.42	T
E	648573	POTATO SALAD	4.16	T
E	5427	H/B DILLCHIP	4.26	T
E	933069	JALAPENOS	3.28	T
	30235	NACHO TRAY	4.88	T
E	495683	ONIONS	5.24	T
E	749755	CELERY	2.27	T
E	929187	IQF WINGS	18.78	T
E	13977	BACON 3 LB	7.56	T
E	929187	IQF WINGS	18.78	T
E	77328	FRENCH FRIES	6.68	T
E	345724	LETTUCE 2CT	2.07	T
E	674109	TOMATO	4.98	T
E	925457	HD MAYO	5.48	T
	561667	3 COMP HLC	9.42	T
E	22202	CHIPS	6.18	T
E	386438	VARIETY PACK	11.22	T
E	637127	RDBULL ENRGY	33.88	T
		SUBTOTAL	209.60	
	TAX 1	6.300 %	13.20	
		TOTAL	222.80	
		CASH TEND	223.00	
		CHANGE DUE	0.20	

ITEMS SOLD 26

TC# 8238 8738 1717 4992 3938 8

WE VALUE YOUR OPINION
WE WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT SAM'S CLUB
Please complete a survey about today's club visit at:
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1,000 SAMS CLUB SHOPPING CARDS
You must be 18 or older and a legal resident of the United States to enter. No purchase necessary to win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.
Esta encuesta también se encuentra en español en la página de Internet.

THANK YOU

We are a proud sponsor of National Small Business Week, May 23-29.

MCCONNELL AFB COMMISSARY

ASHIER TODAY IS Tom

5 @ 0.89		
SODA RC COL	7800000337	5.34 B
1 @ 0.89		
SODA 7UP	7800000034	3.56 B
4 @ 1.50		
JUICE PINEA	3890000818	6.00 B
4 @ 1.79		
MIXER GRENA	1660000074	7.16 B
3 @ 3.65		
JUICE CRANB	3120020300	10.95 B
3 @ 3.00		
JUICE ORANG	4850000770	18.00 B
SURCHARGE		2.55
BALANCE		53.56

****

Purchase

*****1607

E: 53.56

K: 0.00

: 53.56

****

DEBIT	53.56
CHANGE	0.00

UMBER OF ITEMS SOLD = 27

0 03:05PM 1024 2 104 134

1010240020104100551505

BAGGER NUMBER ENTERED

d coupons, recipes and more at
WWW.COMMISSARIES.COM

DOLLAR TREE STORES, INC.

Store# 2312 618-8

6505 East 37th St.
Suite 200
Wichita KS 6720

DESCRIPTION	QTY	PRICE	TOTAL
BLAZEN GARLIC SALT	1	1.00	1.00T
BLAZEN GARLIC SALT	1	1.00	1.00T
BLAZEN GARLIC SA	1	1.00	1.00T
BLAZEN GARLIC S	[illegible]	1.00	1.00T
MEAT TENDERIZER	[illegible]	1.00	1.00T
MEAT TENDERIZER	1	1.	1.00T
GARLIC PEPPER SA	1	1.0	1.00T
BLACK PEPPER	1	[illegible]	
BLACK PEPPER	1		.00
SALT & PEPPER	1	[illegible]	1.00T
GROCERY	[illegible]	[illegible]	1.00T
GROCERY	1	[illegible]	1.00T
GROCERY	1	1.00	1.00T
GROCERY	[illegible]	1.00	1.00T
HARVEST HILL FLOUR	1	1.00	1.00T
PEANUT ROLL	1	1.00	1.00T
PEANUT ROLL	1	1.00	1.00T
LIBBEY CHAMP FLUTE	1	1.00	1.00T
LIBBEY CHAMP FLUTE	1	1.00	1.00T
LIBBEY CHAMP FLUTE	1	1.00	1.00T
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LIBBEY CHAMP FLUTE	1	1.00	1.00T
LIBBEY CHAMP FLUTE	1	1.00	1.00T
SMART HANGERS 2PC	1	1.00	1.00T
SMART HANGERS 2PC	1	1.00	1.00T
SMART HANGERS 2PC	1	1.00	1.00T
SMART HANGERS 2PC	1	1.00	1.00T
SMART HANGERS 2PC	1	1.00	1.00T
READING GLASSES	1	1.00	1.00T
READING GLASSES	1	1.00	1.00T
READING GLASSES	1	1.00	1.00T
READING GLASSES	1	1.00	1.00T

Sub Total	$40.00
SALES TAX	$2.52
Total	$42.52
Debit Card	$42.52
**********1607	
Debit Total	$42.52

Thank You for Shopping at Dollar Tree
Where Everything's $1.00
Now Shop On-Line at Dollartree.com

000171 2312 04 00041 13684 4/14/10 15:27
Sales Associate: ERIC

MCCONNELL AFB COMMISSARY

YOUR CASHIER TODAY IS Justin

5 @ 0.89		
SODA 7UP	7800000034	4.45 B
5 @ 0.89		
SODA RC COL	7800000337	4.45 B
3 @ 2.00		
JUICE GRAPE	3120027007	6.00 B
4 @ 2.00		
JUICE CRANB	3120036627	8.00 B
2 @ 2.00		
JUICE GRAPE	3120028827	4.00 B
4 @ 1.59		
JUICE PINEA	3890000818	6.36 B
JUICE ORANG	1400000969	3.19 B
CHEESE SHAR	3090036010	1.89 B
CHEESE SLIC	2100061144	1.50 B
2 @ 1.25		
CHEESE CHED	2100002462	2.50 B
MILK WHOLE	7206000117	2.51 B
2 @ 0.95		
BREAD WHITE	7870010560	1.90 B
5 @ 1.33		
DOUCHE VINE	5310052062	6.65 T
SURCHARGE		2.67
**** BALANCE		56.07
CASH		70.00
CHANGE		13.93

TOTAL NUMBER OF ITEMS SOLD = 36

04/24/10 02:45PM 1024 2 27 114

1010240020027100424144 5

YOUR BAGGER TODAY IS 2

Find coupons, recipes and more at
WWW.COMMISSARIES.COM

Sam's CLUB

avings Made Simple

B MANAGER DARYL CROSTON
(316) 634 - 6007
and Pull # (316)634-0079
WICHITA, KS
12:06 4515 6418 016 2563

101-*******7046

YOU,
ORTHY

COLE SLAW	4.28	T
PACE PICANTE	8.76	T
DRESSING GAL	7.64	T
LETTUCE 2CT	1.98	T
CDRCHS POP	9.48	T
CDRCHS POP	9.48	T
SUBTOTAL	41.62	
AX 1 6.300 %	2.62	
TOTAL	44.24	
CASH TEND	45.00	
CHANGE DUE	0.76	

TEMS SOLD 6

11 4403 4147 6142 5511

E VALUE YOUR OPINION
TO KNOW ABOUT YOUR SHOPPING
ENCE TODAY AT SAM'S CLUB
lete a survey about today's club visit at:
//www.survey.samsclub.com
FOR YOUR TIME YOU COULD RECEIVE
: $1,000 SAMS CLUB SHOPPING CARDS
e 18 or older and a legal resident of the
to enter. No purchase necessary to win
hout purchase and for official rules visit:
w.entry.survey.samsclub.com
period ends on the date shown in the
Survey must be taken within TWO weeks
of today.
también se encuentra en español en la
página de Internet.

THANK YOU

Serta mattress delivered!
an Associate for details.
15/10 12:07:06

MCCONNELL AFB COMMISSARY

YOUR CASHIER TODAY IS Kyle

2 @ 1.59		
JUICE PINEA	3890000818	3.18 B
JUICE ORANG	4850000770	3.00 B
3 @ 1.99		
JUICE CRANB	3120020007	5.97 B
CHICKEN WIN	24087400000	3.65 B
CHICKEN WIN	24087400000	3.87 B
CHICKEN WIN	24087400000	4.07 B
CHICKEN WIN	24087400000	4.03 B
CHICKEN WIN	24087400000	3.95 B
CHICKEN WIN	24087400000	3.82 B
GROUND BEEF	20165900000	2.53 B
PORL LOIN C	20331600000	5.25 B
GROUND BEEF	20165900000	2.51 B
SURCHARGE		2.29
**** BALANCE		48.12

****
PATRON CREDIT CD Purchase
**********7264
TOTAL: 48.12
REF #: 007314
****

PATRON CREDIT CD	48.12
CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 15
06/05/10 04:07PM 1024 1 109 112

10102400101091006051607

YOUR BAGGER TODAY IS 2

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WWW.COMMISSARIES.COM

Save a Lot

#24516
2402 E. 13th
Wichita, KS 67214

BREAD

COUNTRY FAIR HD BUN	
3 @ $1.03 EA	$3.09 A F
COUNTY FAIR SANDWICH	$1.13 A F
HAMBURGER BUNS	
3 @ $1.03 EA	$3.09 A F
TOTAL DEPARTMENT	$7.31

DAIRY

CHS SNGL 10.67Z MCCL	$0.99 A F
MARG QTR16OZ H CHRND	$0.79 A F
TOTAL DEPARTMENT	$1.78

FRESH MEAT

CATFISH FILLETS	$8.67 A F
FP PORK CHOPS	$6.19 A F
GOLDLEAF LEG QUAR.	$4.90 A F
TOTAL DEPARTMENT	$19.76

FROZEN

FRIES FRISBY'S 8OZ	
4 @ $3.99 EA	$15.96 A F
TST GRLC11.25Z MANTI	$1.79 A F
TOTAL DEPARTMENT	$17.75

GROCERY

COFF CHSE&SANBRN 23Z	$3.00 A F
KETCHUP 24Z KURTZ	
2 @ $0.88 EA	$1.76 A F
MUSTARD SQZ 14Z KRTZ	$0.69 A F
TOTAL DEPARTMENT	$5.45

PACKAGED MEAT

TRK FRNK 12Z JENNIE	
2 @ $0.99 EA	$1.98 A F
TOTAL DEPARTMENT	$1.98

PRODUCE

ICEBERG GARDEN 12 OZ	
3 @ $1.29 EA	$3.87 A F
ORANGES, NAVEL	
4 @ 2 FOR $1.00	$2.00 A F
POTATOES 10# BAG	
1 @ 2 FOR $4.00	$2.00 A F
TOTAL DEPARTMENT	$7.87

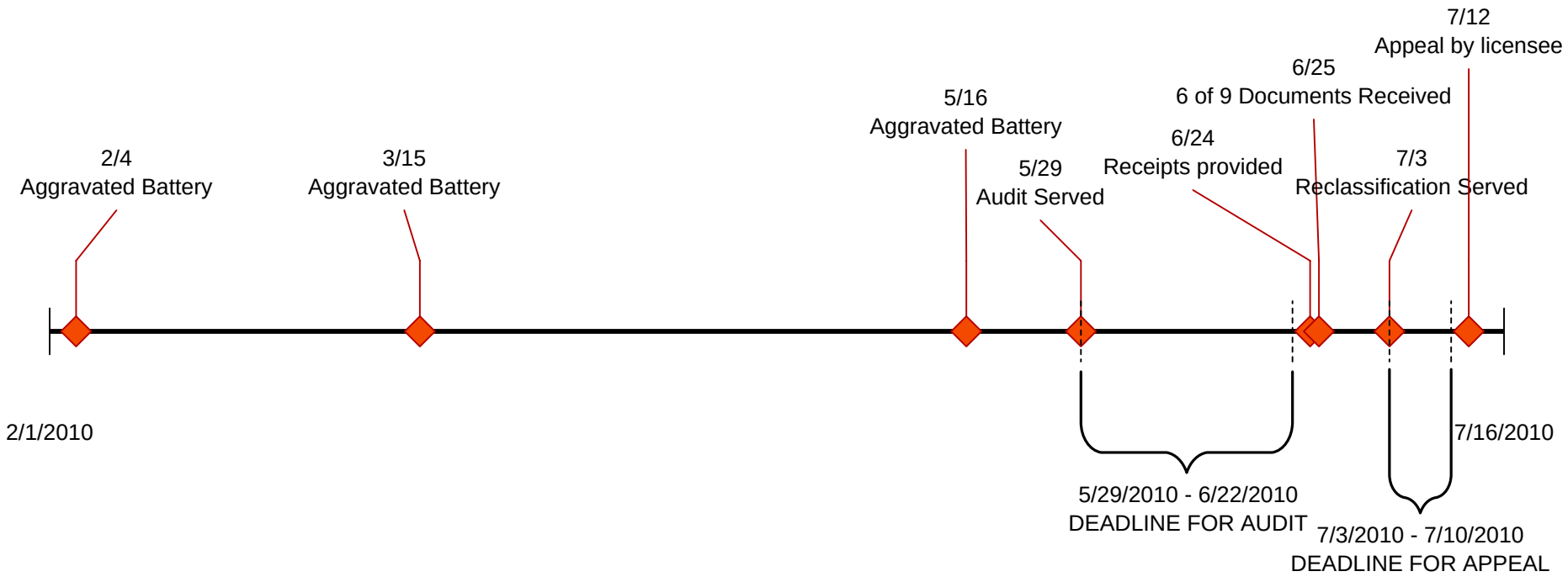
31 BALANCE DUE	$65.80
CASH	$80.00
CHANGE	$14.20

TAX-CODE	TAXABLE-VAL	TAX-VALUE
TAX 6.300%	$61.90	$3.90 A

CASHIER NAME: RONEISHA
C0016 #0232 16:45:24 5JUN2010
S24516 R004

THANK YOU FOR SHOPPING AT

TIMELINE OF EVENTS
RECLASSIFICATION OF ROY'S BACHELOR LOUNGE



City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Amendment and Subordination Agreements Related to the Refinancing of the Eaton Place Residential Project (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Emergency Declaration and Ordinance on first reading.

Background: On November 3, 1998, City Council approved Community Development Block Grant and HOME funding agreements and a letter of intent to issue Industrial Revenue Bonds ("IRBs") and a 10-year, 100% property tax abatement for the Eaton Block project. The redevelopment included residential and commercial space in the former Eaton Hotel. The intent of the project was to restore the last complete historic block on Douglas Avenue and produce 115 units of mixed income apartments and 30,000 square feet of commercial space on the first floor. The development achieved the community goals of saving the historic Eaton Block and adding substantial new residential development in downtown Wichita. The IRB issue was $15 million.

The City of Wichita provided a total of $2,445,000 in CDBG and HOME funds for the residential portion of the project to fill an equity gap rather than downsize the scope of the project. These City loans were structured as debt on the residential component and were subordinate to the industrial revenue bonds and equity. HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households. The HOME regulatory agreement that is in place provides a basis, in the form of a deed restriction, for the City to control the rent amounts and to enforce other applicable HOME regulations, based on the way in which HOME funds were provided to the project. This applies to the 26 HOME-assisted apartment units for the duration of the HOME affordability period. As a condition of the tax-exempt IRBs, a Land Use Restriction Agreement ("LURA") was also placed on the residential property to ensure that a portion of the units were rented at a rate that qualifies under the federal definition of affordable housing.

Metro Plains Development, LLC created a subsidiary, MDI Limited Partnership #71 ("MDI") to develop and hold the residential portion of the project. MDI has elected to refinance the Series X-A 1999 IRBs, which were the senior tax-exempt bonds that financed the residential condominium in the Eaton Place Project. The refinancing will be with an FHA/HUD insured loan. The Series X-B Bonds, which were privately placed with an investor, will not be refinanced by the HUD loan. HUD has requested MDI and the City to execute agreements that amend and subordinate the LURA and the HOME regulatory agreement, and modify indemnification terms in an existing encroachment agreement.

Analysis: The City has $1,695,000 of HOME funding invested in the Eaton project. In 2006, the City accepted a lesser, "present value" repayment to discharge the HOME loan and mortgage, however , the City, under the HOME regulations, remains at risk for repayment of the full $1,695,000 to HUD, until the HOME affordability period expires on November 25, 2022. If the project fails to meet the requirements of the HOME Program affordability period, due to bankruptcy/foreclosure or just willful non-compliance, the City is obligated to re-pay $1,695,000 in HOME funds to the federal government. The amounts previously remitted by MDI in 2006, in the form of the discounted HOME loan payoff, have no bearing on liability. The language in the amendment subordinates the HOME regulatory agreement to the HUD mortgage, however, it does not prevent the City from enforcing provisions in the HOME Agreement which are

additional to, or more restrictive than, those in the HUD Loan Documents, so long as the HOME Agreement has not been terminated as a consequence of foreclosure. Consequently, the risk that the City may become obligated to repay the HOME funds to HUD will remain substantially the same as it is now (a risk that could be triggered by a foreclosure that results in a market sale of the project free of the HOME restrictions).

In 2006, the City made conciliations to MDI to allow a refinancing of tax credits and a commercial loan. The City agreed to accept reduced payments to pay off debt to the City for loan guarantee payments made for MDI, and to pay off a HOME loan. In exchange, the City required a pledge from MDI to repay certain amounts if the property was sold prior to the end of 2012, and secured that pledge with a UCC filing on the developer's rights to distribution of payments received by the partnership. HUD has allowed for the existing UCC to remain in place, protecting the City's position as of 2006.

HUD has requested an amendment and subordination of the LURA. This amendment will subordinate the LURA to the HUD mortgage insurance regulations and requirements. The HUD documents will now control in the event of a conflict between the agreements. Should foreclosure or transfer of the deed occur, the amendment will be terminated. Bond Counsel has advised that subordination of the LURA will not affect the tax status of the bonds.

MDI and HUD have also requested the City execute an amendment to an agreement related to street encroachments by the Eaton. This amendment changes the existing indemnity provisions in the encroachment agreement so that if the City is damaged by MDI's use prior to HUD taking possession, HUD will be able to continue the encroachment agreement in effect without paying the indemnity.

In order for MDI to secure a favorable interest rate on the refinancing, the documents for the refinancing must be executed before the end of August. A request for emergency declaration has been made by MDI allowing the ordinance to be approved on first reading. The Lender is obligated to deliver documents by the end of the month and there are several processing days required between the closing and the delivery date. HUD also requires that all executed documents that are to be recorded are done so before the closing.

Financial Considerations: Should MDI default on the property, resulting in an open-market sale of the project by HUD, free and clear of the HOME restrictions, before the end of the affordability period, the City may be required to pay $1,695,000 to HUD for violation of the applicable HOME regulations. There may also be financial impacts resulting from the agreement related to the encroachments. if MDI's use causes damage to the City and MDI is displaced by foreclosure before paying to indemnify the City for such damage.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with IRB tenants is important to preserving the City's Economic Development Incentive programs.

Legal Considerations: Bond Counsel has determined that the Land Use Restriction Agreement may be amended and subordinated as requested without adversely impacting bondholders or the tax-exempt Series A or series B bonds. The existing HOME regulatory agreement will be subordinate to the existing HUD security mortgage, and an obligation for the City to repay HOME funds could be triggered under the existing structure if the property were foreclosed and sold with no rent restrictions. However, the subordination does not put the City at greater risk in the event of foreclosure than is currently the case. The subordination also does not prevent the City from enforcing the terms of the HOME regulatory agreement, so long as it is not actually cleared from the title by a foreclosure.

Recommendation/Actions: It is recommended that the City Council approve The Mayor's Request for Declaration of Emergency and pass the Ordinance on first reading authorizing the amendment and subordination of the LURA and HOME agreements and amendment to the original encroachment agreement and authorizing the necessary signatures.

Attachments: Ordinance, Amendment to Agreement, First Amendment and Subordination of LURA, Second Amendment and Subordination to HOME Regulatory Agreement

028001

Published in the Wichita Eagle on August 20, 2010

ORDINANCE NO. 48-801

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AGREEMENT, A SECOND AMENDMENT TO HOME INVESTMENT PARTNERSHIP RENTAL HOUSING PROGRAM REGULATORY AGREEMENT AND A FIRST AMENDMENT TO LAND USE RESTRICTION AGREEMENT BY THE CITY OF WICHITA, KANSAS, AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS ALL IN CONNECTION WITH THE EATON PLACE PROJECT.

WHEREAS, the City of Wichita, Kansas (the "City"), has issued its $6,125,000 Residential Rental Facility Revenue Bonds, Series X-A, 1999 (GNMA Collateralized – Eaton Place Project) (the "Series A Bonds"), and its $1,280,000 Residential Rental Facility Revenue Bonds, Series X-B, 1999 (Eaton Place Project) (the "Series B Bonds"), to finance the acquisition, construction and equipping of a commercial residential rental facility (the "Project") which is leased by the City to MDI Limited Partnership #71, a Kansas limited partnership (the "Tenant"); and

WHEREAS, in connection with the issuance of the Series A Bonds and the Series B Bonds (collectively, the "Bonds"), the City entered into a Land Use Restriction Agreement with the Tenant and INTRUST Bank, N.A., as trustee , dated as of November 1, 1999 (the "LURA"), and

WHEREAS, INTRUST Bank, N.A. has assigned its rights and obligations under the LURA to The Bank of New York Mellon Trust Company, N.A (formerly, The Bank of New York Trust Company, N.A.) (the "Trustee"); and

WHEREAS, in connection with the Project, the City and the Tenant entered into a Home Investment Partnership Rental Housing Program Regulatory Agreement dated as of March 10, 2000, as amended by a First Amendment to Home Investment Rental Housing Program Regulatory Agreement dated April 4, 2006 (collectively, the "Regulatory Agreement"); and

WHEREAS, in connection with the Project, the City and MetroPlains Development, LLC, predecessor in interest to the Tenant, entered into a certain Agreement, relating to street encroachments, dated as of November 23, 1999 (the "Agreement"); and

WHEREAS, the Tenant has indicated its desire to pay and redeem the Series A Bonds using the proceeds of a loan from Oak Grove Commercial Mortgage, LLC, which loan is to be insured by the Federal Housing Administration of the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, as a condition of HUD's agreement to insure the loan, it requires that the Agreement be amended as provided in a First Amendment to Agreement, the LURA be amended as provided in a First Amendment to Land Use Restriction Agreement and Subordination Agreement (the "LURA Amendment") and the Regulatory Agreement be amended as provided by the Second Amendment to Home Investment Partnership Rental Housing Program Regulatory Agreement and Subordination Agreement (the "Regulatory Agreement Amendment"); and

WHEREAS, the Governing Body of the City finds and determines that it is necessary and desirable to authorize the execution of the First Amendment to Agreement, the LURA Amendment, the Regulatory Agreement Amendment and such other documents or certificates as are consistent with the provisions of this Ordinance.

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

Section 1. The Mayor or Vice Mayor is hereby authorized and directed to execute the First Amendment to Agreement, the LURA Amendment and the Regulatory Amendment on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the First Amendment to Agreement, the LURA Amendment and the Regulatory Agreement Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk or other appropriate staff of the City are authorized to deliver such executed documents upon receipt of certification from the Trustee of the Series A Bonds that the Series A Bonds have been paid and discharged in accordance with the terms of the Trust Indenture authorizing the issuance of the Series A Bonds and an opinion of Bond Counsel to the effect that the LURA Amendment will not adversely affect the exemption from Federal and Kansas income taxation on the interest on the Bonds.

Section 2. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on August 17, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL 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,* August 17, 2010, of an ordinance entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AGREEMENT, A SECOND AMENDMENT TO HOME INVESTMENT PARTNERSHIP RENTAL HOUSING PROGRAM REGULATORY AGREEMENT AND A FIRST AMENDMENT TO LAND USE RESTRICTION AGREEMENT BY THE CITY OF WICHITA, KANSAS, AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS ALL IN CONNECTION WITH THE EATON PLACE PROJECT."

The general nature of such emergency is to enable the City to deliver amendments related to a refinancing loan prior to August 31, 2010.

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 this _____ day of _____, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(Space Above Reserved for Recording Information)

SECOND AMENDMENT TO HOME INVESTMENT PARTNERSHIP RENTAL HOUSING PROGRAM REGULATORY AGREEMENT AND SUBORDINATION AGREEMENT

This SECOND AMENDMENT TO HOME INVESTMENT PARTNERSHIP RENTAL HOUSING PROGRAM REGULATORY AGREEMENT AND SUBORDINATION AGREEMENT (this "**Agreement**") is effective as of August 1, 2010 by and between MDI LIMITED PARTNERSHIP #71 LIMITED PARTNERSHIP, a Kansas limited partnership (the "**MDI**") and THE CITY OF WICHITA, KANSAS (the "**City**").

RECITALS:

A. Pursuant to that certain Lease dated November 1, 1999, made by The City, as lessor, and MDI, as lessee, evidenced by that certain Notice of Lease filed December 21, 1999 on Film 1998, Page 419, MDI is the owner of a project known as Eaton Place, located on a leasehold interest in real property in the City of Wichita, County of Sedgwick, State of Kansas, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Project**").

B. MDI and the City entered into that certain Home Investment Partnership Rental Housing Program Regulatory Agreement dated March 10, 2000, and recorded in the office of the Register of Deeds, Sedgwick County, Kansas, on May 12, 2000, as Flim 2046, Page 0439 and Document No. 1885960, as amended by that certain First Amendment to Home Investment Partnership Rental Housing Program Regulatory Agreement dated April 4, 2006, and recorded in the office of the Register of Deeds, Sedgwick County, Kansas, on June 27, 2006 as Document No. 28794058 (together with all subsequent assignments, amendments, modifications, renewals and extensions thereof, collectively referred to herein as the "**HOME Agreement**").

C. Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company ("**Lender**") has agreed to make a loan to MDI in the original principal amount of $6,125,000.00 (the "**HUD Loan**") which loan shall be insured by the Federal Housing Administration (the "**FHA**") of the United States Department of Housing and Urban Development ("**HUD**") under Section 207 pursuant to Section 223(a)(7) of the National Housing Act of 1934, as amended, pursuant to the Firm Commitment for Section 223(a)(7) dated June 25, 2010 (FHA Project No. 102-35256), as amended (the "**FHA Commitment**").

D. The HUD Loan will be evidenced by that certain Mortgage Note (the "**HUD Note**") executed by MDI in favor of Lender in the original principal amount of the Loan and will be secured in part by (i) that certain Mortgage dated August 1, 2010 (the "**HUD Mortgage**") executed by MDI in favor of Lender, and by (ii) the Regulatory Agreement for Multifamily Housing Projects dated August 1, 2010 (the "**HUD Regulatory Agreement**") executed by and between Landlord and the Secretary of Housing and Urban Development. The HUD Note, the HUD Mortgage, the HUD Regulatory Agreement and all other loan and security documents executed in connection with the Loan are collectively referred to herein as the "**HUD Loan Documents"**.

E. As a condition to the making of the Loan to MDI, Lender and HUD require that the HOME Agreement be amended to include certain HUD provisions and that the HOME Agreement be subordinated to the Loan and the HUD Loan Documents.

NOW, THEREFORE, in consideration of foregoing recitals and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between MDI and the City as follows:

1. Agreement to Prevail. The terms and conditions of this Agreement supersede the terms of the HOME Agreement, and, should there be any conflict or inconsistency between this Agreement and the HOME Agreement, the terms and conditions of this Agreement shall prevail.

2. Amendment to HOME Agreement. The HOME Agreement is hereby amended to add following Section 17 of the HOME Agreement entitled "Effective Date and Term" the following Section 18:

SECTION 18 – HUD REQUIREMENTS

For so long as the Secretary for the United States Department of Housing and Urban Development or his/her successors or assigns ("HUD") are the insurers or holders of the first mortgage on the Project, the terms of this agreement are amended and modified by the following provisions:

(a) Notwithstanding anything in this Agreement to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), this Agreement is expressly subordinate to (i) the Mortgage Note dated as of dated August 1, 2010 (the "**HUD Note**") executed by MDI in favor of Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company ("**Lender**"), (ii) the Mortgage dated July 1, 2010 (the "**HUD Mortgage**") executed by MDI in favor of Lender, (iii) the Regulatory Agreement for Multifamily Projects dated August 1, 2010 (the "**HUD Regulatory Agreement**") executed by and between MDI and the Secretary for Housing and Urban Development ("**HUD**"), and is subordinate to all applicable HUD mortgage insurance (and Section 8 of the U.S. Housing Act of 1937, if applicable) regulations and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provisions of applicable HUD regulations, related HUD administrative requirements, or HUD

Loan Documents, the HUD regulations, related administrative requirements or HUD Loan Documents shall control.

3. Successors and Assigns. Each agreement, and each and every covenant, agreement, and other provisions hereof shall be binding upon each of the parties hereto and their successors and assigns

4. Governing Law. This Agreement is made and executed in the State of Kansas and shall be governed by the laws of said State.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, be deemed an original, but all of which shall constitute one instrument.

[Signature Pages to Follow]

IN FURTHERANCE WHEREOF, the parties hereto have caused this Second Amendment To Home Investment Partnership Rental Housing Program Regulatory Agreement and Subordination Agreement to be executed as of the date and year first above written.

MDI:

MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership

By: MetroPlains Properties, Inc., a Minnesota corporation
Its: General Partner

By: _____
Lawrence W. Olson
Its: Vice President

TATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Lawrence W. Olson, the Vice President of METROPLAINS PROPERTIES, INC., a Minnesota corporation, the General Partner of MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership, on behalf of the limited partnership.

_____
Notary Public

CITY:

THE CITY OF WICHITA, KANSAS

By: _____

Name: _____

Its: _____

STATE OF KANSAS)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of the City of Wichita, Kansas.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Winthrop & Weinstine P.A. (MLW)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

5343850v2

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:
Unit No. 2, Eaton Place Condominium, including an undivided 47.015% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 2:
Unit No. 4, Eaton Place Condominium, including an undivided 2.058% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 3:
Unit No. 5, Eaton Place Condominium, including an undivided 26.546% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

The East 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 4:
Appurtenant easements contained in the document entitled "Declaration of Condominium" recorded as Film 1998, Page 175; and Film 2461, Page 1251 of Official Records.

(Space Above Reserved for Recording Information)

FIRST AMENDMENT TO LAND USE RESTRICTION AGREEMENT AND SUBORDINATION AGREEMENT

This FIRST AMENDMENT TO LAND USE RESTRICTION AGREEMENT AND SUBORDINATION AGREEMENT (this "**Agreement**") is effective as of August 1, 2010 by and between MDI LIMITED PARTNERSHIP #71 LIMITED PARTNERSHIP, a Kansas limited partnership ("**MDI**"), THE CITY OF WICHITA, KANSAS (the "**City**"), and INTRUST BANK, N.A., a national banking association ("**Trustee**").

RECITALS:

A. Pursuant to that certain Lease dated November 1, 1999, made by The City of Wichita, Kansas, as lessor, and MDI, as lessee, evidenced by that certain Notice of Lease filed December 21, 1999 on Film 1998, Page 419, MDI is the owner of a project known as Eaton Place, located on a leasehold interest in a real property in the City of Wichita, County of Sedgwick, State of Kansas, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Project**").

B. MDI, the City and the Trustee entered into that certain Land Use Restriction Agreement dated November 1, 1999, and recorded in the office of the Register of Deeds, Sedgwick County, Kansas, on December 27, 1999, as Document No. 1853273, Film 1999, page 1921 (together with all subsequent assignments, amendments, modifications, renewals and extensions thereof, collectively referred to herein as the "**Land Use Agreement**").

C. Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company ("**Lender**") has agreed to make a loan to MDI in the original principal amount of $6,125,000.00 (the "**HUD Loan**") which loan shall be insured by the Federal Housing Administration (the "**FHA**") of the United States Department of Housing and Urban Development ("**HUD**") under Section 207 pursuant to Section 223(a)(7) of the National Housing Act of 1934, as amended, pursuant to the Firm Commitment for Section 223(a)(7) dated June 25, 2010 (FHA Project No. 102-35256), as amended (the "**FHA Commitment**").

D. The HUD Loan will be evidenced by that certain Mortgage Note (the "**HUD Note**") executed by MDI in favor of Lender in the original principal amount of the Loan and will be secured in part by (i) that certain Mortgage dated August 1, 2010 (the "**HUD Mortgage**")

executed by Owner in favor of Lender, and by (ii) the Regulatory Agreement for Multifamily Housing Projects dated August 1, 2010 (the "**HUD Regulatory Agreement**") executed by and between Landlord and the Secretary of Housing and Urban Development. The HUD Note, the HUD Mortgage, the HUD Regulatory Agreement and all other loan and security documents executed in connection with the Loan are collectively referred to herein as the "**HUD Loan Documents."**

E. As a condition to the making of the Loan to MDI, Lender and HUD require that the Land Use Agreement be amended to include certain HUD provisions and that the Land Use Agreement be subordinated to the Loan and the HUD Loan Documents.

NOW, THEREFORE, in consideration of foregoing recitals and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between MDI, the City and the Trustee as follows:

1. Agreement to Prevail. The terms and conditions of this Agreement supersede the terms of the Land Use Agreement, and, should there be any conflict or inconsistency between this Agreement and the Land Use Agreement, the terms and conditions of this Agreement shall prevail.

2. Amendment to Land Use Agreement. The Land Use Agreement is hereby amended to add following Section 20 of the Land Use Agreement entitled "Conflicts with Mortgage Loan Documents or HUD Regulations" the following Section 21:

SECTION 21 – HUD REQUIREMENTS

For so long as the Secretary for the United States Department of Housing and Urban Development or his/her successors or assigns ("HUD") are the insurers or holders of the first mortgage on the Project, the terms of this agreement are amended and modified by the following provisions:

(a) Notwithstanding anything in this Agreement to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), this Agreement is expressly subordinate to (i) the Mortgage Note dated as of dated August 1, 2010 (the "HUD Note") executed by MDI in favor of Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company ("Lender"), (ii) the Mortgage dated August 1, 2010 (the "HUD Mortgage") executed by MDI in favor of Lender, (iii) the Regulatory Agreement for Multifamily Projects dated August 1, 2010 (the "HUD Regulatory Agreement") executed by and between MDI and the Secretary for Housing and Urban Development ("HUD"), and (iv) all other documents executed by MDI, Lender and/or HUD in connection with the HUD Note (collectively the "HUD Loan Documents"), and is subordinate to all applicable HUD mortgage insurance (and Section 8 of the U.S. Housing Act of 1937, if applicable) regulations and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provisions of applicable HUD regulations existing as of November 1, 1999, related HUD

administrative requirements, or HUD Loan Documents, the HUD regulations, related administrative requirements or HUD Loan Documents shall control.

(b) In the event of foreclosure or transfer of title by deed in lieu of foreclosure, any and all land use covenants contained herein shall automatically terminate except those requirements set out in 26 U.S.C. 42(h)(6)(E)(ii).

(c) Failure to comply with the land-use covenants contained herein will not serve as a basis for default on the HUD Mortgage.

(d) Covenants do not appear in the HUD Note, HUD Mortgage, HUD Regulatory Agreement, or any other HUD Loan Document.

(e) Enforcement of the covenants herein will not result in any claim against the Project, the proceeds from the HUD Mortgage, any reserve or deposit required by HUD in connection with the mortgage transaction, or the rents or other income from the Project other than from Surplus Cash, as defined in the HUD Regulatory Agreement.

(f) Any subsequent amendment to this document is subject to prior HUD approval for so long as the Project is subject to a mortgage insured or held by HUD.

(g) This Agreement may not be foreclosed upon or sold, transferred, assigned or pledged, without the prior written HUD approval of such foreclosure, conveyance, assignment or pledge.

(h) No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on any bonds issued in connection with the financing of the Project (the "Bonds") or the availability of any low income housing tax credits for the Project (the "Tax Credits"), or prohibiting the Borrower from taking any action that might jeopardize the tax-exemption of any Bonds or the availability of any Tax Credits, except in strict accord with the National Housing Act, applicable mortgage insurance regulations, the HUD Loan Documents, or if applicable, Section 8 of the U.S. Housing Act of 1937 and the regulations thereunder.

(i) The covenants contained herein do not conflict with any applicable HUD mortgage insurance regulation or Section 8 of the U.S. Housing Act of 1937 and the regulations thereunder.

3. Successors and Assigns. Each agreement, and each and every covenant, agreement, and other provisions hereof shall be binding upon each of the parties hereto and their successors and assigns.

4. Governing Law. This Agreement is made and executed in the State of Kansas and shall be governed by the laws of said State.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, be deemed an original, but all of which shall constitute one instrument.

[Signature Pages to Follow]

IN FURTHERANCE WHEREOF, the parties hereto have caused this First Amendment to Land Use Restriction Agreement and Subordination Agreement to be executed as of the date and year first above written.

OWNER:

MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership

By: MetroPlains Properties, Inc., a Minnesota corporation
Its: General Partner

By: _____
Lawrence W. Olson
Its: Vice President

TATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Lawrence W. Olson, the Vice President of METROPLAINS PROPERTIES, INC., a Minnesota corporation, the General Partner of MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership, on behalf of the limited partnership.

_____
Notary Public

CITY:

THE CITY OF WICHITA, KANSAS

By: _____
Name: _____
Its: _____

STATE OF KANSAS)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of THE CITY OF WICHITA, KANSAS.

_____
Notary Public

TRUSTEE:

INTRUST BANK, N.A., a national banking association

By: _____
Name: _____
Its: _____

STATE OF KANSAS)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of INTRUST BANK, N.A., a national banking association.

THIS INSTRUMENT WAS DRAFTED BY:
Winthrop & Weinstine P.A. (MLW)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

5344123v2

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The real property located in Sedgwick County, Kansas, more particularly described as follows:

Parcel 1:
Unit No. 2, Eaton Place Condominium, including an undivided 47.015% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 2:
Unit No. 4, Eaton Place Condominium, including an undivided 2.058% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 3:
Unit No. 5, Eaton Place Condominium, including an undivided 26.546% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

The East 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 4:
Appurtenant easements contained in the document entitled "Declaration of Condominium" recorded as Film 1998, Page 175; and Film 2461, Page 1251 of Official Records.

(Space Above Reserved for Recording Information)

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (this "**Amendment**") is effective as of _____, 2010 by and between MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership (the "**MDI**") and THE CITY OF WICHITA, KANSAS (the "**City**").

RECITALS:

A. Metroplains Development, L.L.C., predecessor-in-interest to MDI, and the City entered into that certain Agreement dated November 23, 1999, recorded as Film 2268, Page 0950, Document No. 2004290 (the "**Agreement**") pertaining to the project known as Eaton Place, located on a leasehold interest in real property in the City of Wichita, County of Sedgwick, State of Kansas, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Project**").

B. Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company ("**Lender**") has agreed to make a loan to MDI in the original principal amount of $6,125,000.00 (the "**HUD Loan**") which loan shall be insured by the Federal Housing Administration (the "**FHA**") of the United States Department of Housing and Urban Development ("**HUD**") under Section 207 pursuant to Section 223(a)(7) of the National Housing Act of 1934, as amended, pursuant to the Firm Commitment for Section 223(a)(7) dated June 25, 2010 (FHA Project No. 102-35256), as amended (the "**FHA Commitment**").

C. As a condition to the making of the HUD Loan to MDI, Lender and HUD require that the Agreement be amended to include certain HUD provisions.

NOW, THEREFORE, in consideration of foregoing recitals and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between MDI and the City as follows:

1. Amendment to Agreement. The Agreement is hereby amended to add the following language to the end of Section 2 of the Agreement:

   "Notwithstanding the foregoing, the Department of Housing and Urban Development ("**HUD**") shall not be required to indemnify or hold harmless the Party of the First Part

for use and occupancy of the Encroachments occurring prior to HUD becoming the mortgagee-in-possession or fee owner of the Project."

2. Successors and Assigns. Each agreement, and each and every covenant, agreement, and other provisions hereof shall be binding upon each of the parties hereto and their successors and assigns

3. Governing Law. This Agreement is made and executed in the State of Kansas and shall be governed by the laws of said State.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, be deemed an original, but all of which shall constitute one instrument.

[Signature Pages to Follow]

IN FURTHERANCE WHEREOF, the parties hereto have caused this First Amendment To Agreement to be executed as of the date and year first above written.

MDI:

MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership

By: MetroPlains Properties, Inc., a Minnesota corporation
Its: General Partner

By: _____
Lawrence W. Olson
Its: Vice President

TATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Lawrence W. Olson, the Vice President of METROPLAINS PROPERTIES, INC., a Minnesota corporation, the General Partner of MDI LIMITED PARTNERSHIP #71, a Kansas limited partnership, on behalf of the limited partnership.

_____
Notary Public

CITY:

THE CITY OF WICHITA, KANSAS

By: _____

Name: _____

Its: _____

STATE OF KANSAS)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of the City of Wichita, Kansas.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Winthrop & Weinstine P.A. (MLW)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

5398035v1

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:
Unit No. 2, Eaton Place Condominium, including an undivided 47.015% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

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Parcel 3:
Unit No. 5, Eaton Place Condominium, including an undivided 26.546% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following described premises, to-wit:

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Parcel 4:
Appurtenant easements contained in the document entitled "Declaration of Condominium" recorded as Film 1998, Page 175; and Film 2461, Page 1251 of Official Records.

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: General Obligation Refunding Bond and Temporary Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale two series of general obligation refunding bonds (Series 2010A and 2010B) in an approximate principal amount of $52,200,000 and one series of general obligation temporary notes (Series 240) in an amount not to exceed $140,00,000 for the purpose of refunding previously issued and currently outstanding bonds and to provide interim financing for capital improvements related to Phase II of the Aquifer Storage Recovery (ASR) project for the Water Utilities of the City. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or from current revenues of the City available for such purpose. The refunding bonds are being used to refund previously issued special assessment, general obligation and sales tax bonds in order to provide savings on future debt service costs to the City.

Analysis:
The proceeds from the sale of the Series 2010A bonds will be used for the advance refunding of the City's outstanding General Obligation Sales Tax Bonds, Series 2004, by providing the necessary funds to pay the principal and redemption premium, on the redemption date of May 15, 2009.

The proceeds of the Series 2010B bonds will be used for the current refunding of the City's outstanding General Obligation Bonds, Series 768, 770, 772, 773 and Series 774, by providing the necessary funds to pay the principal and redemption premium, if any, on the redemption date of October 1, 2010.

The proceeds from the sale of the Series 240 General Obligation Improvement Temporary Notes will be used to provide interim financing for Phase II of the ASR project based on the 30 MGD system.

Bids will be accepted electronically through ***PARITY*** Electronic Bid Submission System on August 17, 2010 until 10:00 a.m. CST in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

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 2010A Refunding Bonds will mature in 2019 and the Series 2010B Refunding Bonds will mature in 2018. The Series 2010A Refunding Bonds will be callable on and after September 1, 2017 and the Series 2010B Refunding Bonds are not callable.

The Series 240 Temporary Notes will mature September 15, 2011 and may be called for redemption and payment prior to maturity on and after March 16, 2011. The temporary notes will be retired using cash, the proceeds of permanent financing bonds, renewal notes and/or from current revenues of the City available for such purpose.

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

Legal Considerations: Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

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

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

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,* August 17, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2010A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $22,315,000, 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 2010A Bonds occur on the same day bids are received and to enable the City to deliver the Series 2010A Bonds authorized by said Ordinance on August 17, 2010.

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 August 17, 2010.

_____
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,* August 17, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $29,885,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 2010B Bonds occur on the same day bids are received and to enable the City to deliver the Series 2010B Bonds authorized by said Ordinance on August 17, 2010.

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 August 17, 2010.

_____
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,* August 17, 2010, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 240, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $140,000,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 240 Notes occur on the same day bids are received and to enable the City to deliver the Series 240 Notes authorized by said Ordinance on August 17, 2010.

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 August 17, 2010.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

4831-6161-5367.1

ORDINANCE NO. 48-798

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2010A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $22,315,000, 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 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 2004 (the "Series 2004 Bonds"), issued in the original amount of $36,000,000;

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

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

WHEREAS, in order to achieve interest cost savings through early redemption of the Series 2004 Bonds maturing in the years 2011 through 2019 (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 2004 Bonds, the Series 2007 Bonds and the Series 2009 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 2004 Bonds, the Series 2007 Bonds and the Series 2009 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-10-198, duly adopted July 20, 2010, advertised for bids at a public sale for an amount not to exceed $22,315,000 of the City's General Obligation Sales Tax Refunding Bonds, Series 2010A (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, onJuly 14, 2009, adopted Ordinance No. 48-367 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 No. 48-367, 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 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 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.

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 Security Bank of Kansas City, Kansas City Kansas, 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, correctness 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.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on August 17, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. 48-799

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $29,885,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

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

WHEREAS, the City has previously issued the following bonds (referred to collectively herein as the "Refunded Bonds"):

(a) $6,390,000 original principal amount General Obligation Bonds, Series 768, dated as of February 1, 2002, of which, as of September 15, 2010, $3,520,000 remains outstanding and unpaid and becomes due serially on September 1 in the years 2011 though 2017 inclusive (the "Series 768 Bonds");

(b) $8,590,000 original principal amount General Obligation Bonds, Series 770, dated August 1, 2002, of which, as of September 15, 2010, $4,710,000 remains outstanding and unpaid and becomes due serially on September 1 in the years 2011 though 2017 inclusive (the "Series 770 Bonds");

(c) $15,420,000 original principal amount General Obligation Bonds, Series 773, dated February 1, 2003, of which, as of September 15, 2010, $4,005,000 remains outstanding and unpaid and becomes due serially on June 1 in the years 2011 though 2013 inclusive (the "Series 773 Bonds");

(d) $12,395,000 original principal amount General Obligation Bonds, Series 774, dated August 1, 2003, of which, as of September 15, 2010, $7,530,000 remains outstanding and unpaid and becomes due serially on September 1 in the years 2011 though 2018 inclusive (the "Series 774 Bonds"); and

WHEREAS, in order to achieve interest cost savings through early redemption of 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 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 Governing Body, pursuant to Resolution No. 10-198 duly adopted on July 20, 2010, advertised for bids at a public sale for an amount not to exceed $29,885,000 of the City's General Obligation Refunding Bonds, Series 2010B (the "Bonds"), for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-367 establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-l2, and said Ordinance No. 48-367, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the General Obligation Refunding Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

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

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

Section 2. **Authorization of and Security for the Bonds.** It is hereby authorized, ordered and directed that in order to provide the necessary funds to refund and redeem the Refunded Bonds, there shall be issued the Bonds. In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon, in part, from the collection of special assessment taxes which have been levied against benefited real properties in the City, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City.

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

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

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

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

Section 6. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas (the "State Treasurer"), is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole

discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

Section 7. **Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds, an Escrow Letter of Instructions with the State Treasurer to provide for the escrow of the proceeds of the Bonds to be used to redeem the Refunded Bonds (the "Escrow Agreement") and the Bonds in accordance with the provisions of the Bond Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement, 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 notices of redemption of the Refunded Bonds, shall be conclusive as to the approval of said documents and each of them.

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

Section 8. **Effective Date.** This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on August 17, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4810-4683-3415.1

ORDINANCE NO. 48-800

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 240, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $140,000,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

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

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and provides further that any municipality may issue renewal temporary notes to pay the costs of redeeming any previously issued temporary notes as they mature when the improvement will not be completed at the maturity date of the notes or when the improvement has been completed but the issuance of such bonds is prevented, hindered or delayed; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City (the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, pursuant to Resolution No. 10-198 duly adopted July 20, 2010, the Governing Body advertised for bids at a public sale approximately $140,000,000 principal amount of the City's General Obligation Improvement Temporary Notes, Series 240, for the purpose of providing new interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on July 14, 2009, adopted Ordinance No. 48-367 relating to a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of

Securities and Exchange Commission Rule 15c2-l2, and said Ordinance, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

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

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

Section 2. Authorization of and Security for the Notes. It is hereby authorized, ordered and directed that in order to provide the necessary funds for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.,* as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose. It is further the intent of the City to pay the principal of and interest on the Notes from available revenues from the City's water and sewer system.

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

Section 4. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall make provision for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for

that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Improvements, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 5. Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

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

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

Section 6. Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying

Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note 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 Note Registrar and Paying Agent in connection with such designation.

Section 7. Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

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

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

Section 8. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on August 17, 2010.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4847-3716-5575.1

RESOLUTION NO. 10-222

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED AUGUST 17, 2010

AUTHORIZING THE ISSUANCE OF

$140,000,000

GENERAL OBLIGATION IMPROVEMENT
TEMPORARY NOTES
SERIES 240

DATED SEPTEMBER 16, 2010

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RESOLUTION NO. 10-222

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 240, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $140,000,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Note Ordinance (as herein defined), has authorized the issuance of the Notes in the aggregate principal amount of $140,000,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements are referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use

indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance No. 156 of the City, K.S.A. 10-101 *et seq.*, and K.S.A. 10-123, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Notes are issued.

"Authorized Investments" shall mean those 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 LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

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

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

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

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

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

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

"Dated Date" shall mean the dated date of the Notes, which is September 16, 2010.

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

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

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

"DTC" shall mean The Depository Trust Company and its successors or assigns.

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

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

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

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

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

"Improvement Account" shall mean the Improvement Account for the Improvements created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and Federal law.

"Improvements" shall mean the newly commenced capital improvements constructed in the City as described on **Schedule I** hereto or any Substitute Improvements.

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

"Interest Payment Date" shall be September 15, 2011.

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

"Maturity Date" means September 15, 2011.

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

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on **Exhibit A** to this Resolution.

"Note Insurer" shall mean any issuer of a Municipal Bond Insurance Policy described on **Exhibit A** to this Resolution.

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

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

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

"Notes" shall mean the $140,000,000 original principal amount of General Obligation Improvement Temporary Notes, Series 240, dated September 16, 2010, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

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

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

"Outstanding," when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal of and interest on the Notes being paid), 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 the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

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

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

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

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

"Principal Payment Date" shall mean the Maturity Date.

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

"Record Date" shall mean fifteen days prior to the Maturity Date.

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

"Resolution" or "Note Resolution" shall mean this Resolution adopted by the Governing Body of the City on August 17, 2010, prescribing the terms and details of the Notes.

"State" shall mean the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements authorized pursuant to **Section 5.08** of this Resolution.

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

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

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

(C) As to certificates of deposit and banker's acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

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

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of $140,000,000, and shall be designated "City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 240." The Notes shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on **Exhibit A** to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

Section 2.03 **Designation of Paying Agent and Note Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Note Registrar for the Notes; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Note Registrars with respect to the Notes upon fifteen (15) days' written notice to the then acting Paying Agent and Note 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 Note 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 Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City and the Paying Agent will make payment for the Notes directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B).**

Section 2.04 **Method and Place of Payment of Principal and Interest on Notes.**

(A) Notes Issued and Delivered in Book-Entry-Only Form. One certificate registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. The principal of, premium, if any, and the interest on the Notes shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Notes shall be paid to the Owner of each Note upon presentation and surrender of the Note to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Note. The interest on the Notes shall be mailed by the Paying Agent

to the Owner of each Note 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 Note Registrar.

Section 2.05 Method of Execution and Authentication of Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in 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 the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

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

Section 2.06 Payment of Costs of Notes. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Notes. The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act and for the interim financing of portions of the Improvements. The Governing Body hereby approves the form and text of the certificates

to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

Section 2.08 Registration, Transfer and Exchange of Notes. In the event the Notes are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Notes as provided in this Resolution to be kept by the Note Registrar (the "Registration Books"), and the Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Note 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 Note Registrar. Upon the surrender for transfer of any certificated Note at its office, the Note Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Note 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 Note Registrar, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation. Prior to delivery of any new Note(s) to the transferee, the Note Registrar shall register the same in the Registration Books and shall authenticate each such new Note.

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

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Notes. In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the 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 Note, such mutilated Note shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Note 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 Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

Section 2.10 Surrender and Cancellation of Notes. Whenever any Outstanding Note shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

Section 2.11 Execution and Delivery of Notes. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF NOTES

Section 3.01 Optional Redemption. At the option of the City, the Notes may be called for redemption and payment prior to their stated maturity, in whole or in part, on and after May 16, 2011 (the date being so set for redemption and payment being referred to as the "Redemption Date"). Notes called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 **Selection of Notes to be Redeemed**. The Notes 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 Notes at the time Outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine, with Notes of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Notes by lot when Notes 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 Note shall be treated as though it were a separate Note 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 Note has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Note 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 Note called for redemption, and (ii) for exchange, without charge to the Owner, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any Note 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 Note as aforesaid, the $5,000 units of the face value of such Note which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.03 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Note 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 Notes so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

Section 3.04 **Deposit of Moneys for and Payment of Redemption Price**. On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Notes or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Notes 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 Note is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Note or Notes in the amount of the unredeemed portion of such Note as provided by **Section 3.02** above. All Notes selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.05 **Effect of Call for Redemption**. Whenever any Note, or one or more of the $5,000 units of face value represented by any Note, has been selected for redemption and payment as provided in this Article, all interest on such Note, or such one or more of the $5,000 units of face value represented by any such Note, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Improvement Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 240;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 240, to be created within the City's Capital Project Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 240.

Section 4.02 **Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

ARTICLE V
APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 **Application of Note Proceeds.** Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

(A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes; and

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

Section 5.02 **Disposition of Principal and Interest Account.** Moneys deposited in the Principal and Interest Account from the proceeds of the Notes as provided by clause (A) of the

preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designated for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the 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 Notes.

Section 5.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 Disposition of Improvement Account. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 5.06 Withdrawals from Improvement Account. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 5.07 Surplus in Improvement Account. All moneys remaining in the Improvement Account after the completion of the Original Improvements and the Improvements

and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 5.08 Substitution of Improvements. The City may elect to substitute or add other improvements paid for with the proceeds of the Notes pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits Into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax

Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Note shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Notes.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Notes shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF NOTES

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and

interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Improvements, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the constitution and laws of the State;

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

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

Section 8.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Note Ordinance and in the Notes shall be for the equal benefit, protection and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 Amendments. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (v) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon notes or the exchange of the fully registered Notes for such coupon notes, will not cause the interest on the Notes to be includable in the gross income of recipients thereof under the

provisions of the applicable Federal law, or (vi) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

(A) Extend the Maturity Date of any Note;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;

(C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or

(D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Note Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Note or the prospective purchaser or owner of any Note, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Note Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and

discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

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

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

amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

Section 11.02 Severability. In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

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

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

Section 11.04 Governing Law. This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 **Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on August 17, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

THE IMPROVEMENTS

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 240

CAPITAL IMPROVEMENTS

PPN	OCA	Project Description	Renewal Notes	New Notes
451358	501350	Phase II Aquifer Storage and Recovery	$	$ 140,000,000.00
		TOTAL		140,000,000.00
		TOTAL TEMPORARY NOTES, SERIES 240	$	$ 140,000,000.00

TOTAL RENEWAL MONEY	$
TOTAL NEW MONEY	140,000,000.00
TOTAL TEMPORARY NOTES, SERIES 240	$ 140,000,000.00

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 240 NOTES

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

"Note Ordinance" shall mean Ordinance No. 48-___ of the City, passed by the Governing Body on August 17, 2010, and authorizing and providing for the issuance of the Notes.

"Original Purchaser" means _____, _____, _____, the original purchaser of the Notes.

"Purchase Price" for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery, plus a premium of $_____.

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

RESOLUTION NO. 10-223

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED AUGUST 17, 2010

AUTHORIZING THE ISSUANCE OF

NOT TO EXCEED $22,315,000

GENERAL OBLIGATION SALES TAX REFUNDING BONDS
SERIES 2010A

DATED SEPTEMBER 15, 2010

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RESOLUTION NO. 10-223

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2010A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $22,315,000, 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 Outstanding Parity 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 Outstanding Parity 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 2010A, dated September 15, 2010, 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 $22,315,000.

"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 2010A, 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 September 15, 2010.

"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 September 15, 2010, 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 Security Bank of Kansas City, Kansas City, Kansas, 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, 2011, and ending April 1, 2019, 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 2004 Ordinance, the Series 2007 Ordinance and the Series 2009 Ordinance.

"Outstanding Parity Bonds" shall mean the Series 2003B Bonds, the Series 2004 Bonds, the Series 2007 Bonds and the Series 2009 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 2004 Principal and Interest Account, the Series 2007 Principal and Interest Account, the Series 2009 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 April 1 of each year, commencing April 1, 2012 and ending April 1, 2019, 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" means the City's General Obligation Refunding and Sales Tax Bonds, Series 2004 (the "Series 2004 Bonds"), issued in the original amount of $36,000,000, becoming due maturing in the years 2011 through 2019, inclusive.

"Resolution" shall mean this Resolution adopted by the Governing Body of the City on August 17, 2010, prescribing the terms and details of the Bonds.

"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.

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

"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 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 2004 Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2004 Bonds.

"Series 2004 Bonds" shall mean the City's General Obligation Sales Tax Bonds, Series 2004, dated August 1, 2004, originally issued in the principal amount of $36,000,000.

"Series 2004 Principal and Interest Account" shall mean the Principal and Interest Account for the payment of the Series 2004 Bonds created within the City's Bond and Interest Fund pursuant to the Series 2004 Ordinance, which was created and is held and administered solely for the purpose of receiving and disbursing funds for the payment of the Series 2004 Bonds.

"Series 2007 Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2007 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 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 2009 Ordinance" shall mean the ordinance and resolution of the City authorizing the issuance of the Series 2009 Bonds.

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

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

solely for the purpose of receiving and disbursing funds for the payment of the Series 2009 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 2010A," 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 or his 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 $22,315,000, 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 maturing in the years 2012 to 2017, 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 April 1, 2018, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after April 1, 2017, in whole or in part at any time at a price of 100% of the principal amount, plus accrued interest to the date established for redemption and payment.

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.

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 Series 2003B Bonds, the Series 2004 Bonds, the Series 2007 Bonds and the Series 2009 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 2010A;

(B) Principal and Interest Account for General Obligation Sales Tax Refunding Bonds, Series 2010A, to be created within the City's Bond and Interest Fund; and

(C) Excess Earnings Account for General Obligation Sales Tax Refunding Bonds, Series 2010A.

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 April 1, 2011. 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 April 1, 2011, 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 2004 Bonds, the Series 2007 Bonds and the Series 2009 Bonds are no longer Outstanding, moneys held in escrow and pledged to the payment of either 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, 2011, shall be transferred to the Principal and Interest Account.

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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 and the Series 2004 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.

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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.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on August 17, 2010.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 2010A 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 August 17, 2010, 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**
April 1, 2012	%
April 1, 2013	
April 1, 2014	
April 1, 2015	
April 1, 2016	
April 1, 2017	
April 1, 2018	
April 1, 2019	

EXHIBIT B
FINAL SIZING TERMS OF THE SERIES 2010B 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.*, $_____, plus a premium of $_____, plus accrued interest to the date of delivery.

Maturity Schedule. All of the Bonds shall be become due on the dates and shall bear interest as the rates per annum as follows:

Maturity Date	**Maturing Principal**
April 1, 2012	$,000
April 1, 2013	,000
April 1, 2014	,000
April 1, 2015	,000
April 1, 2016	,000
April 1, 2017	,000
April 1, 2018	,000
April 1, 2019	,000

Approved by:

_____
City Manager
City of Wichita, Kansas

RESOLUTION NO. 10-224

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED AUGUST 17, 2010

AUTHORIZING THE ISSUANCE OF

NOT TO EXCEED $29,885,000

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2010B

DATED SEPTEMBER 15, 2010

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RESOLUTION NO. 10-224

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $29,885,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of not to exceed $29,885,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

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

ARTICLE I
DEFINITIONS

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

"Act" shall mean K.S.A. 10-101 *et seq.*, and K.S.A. 10-427 *et seq.*, as amended and supplemented, under the authority of which statutes the Bonds are issued.

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

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

"Bond Insurer" shall mean any issuer of a Municipal Bond Insurance Policy, if applicable, described on **Exhibit A** to this Resolution.

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

"Bond Registrar" shall mean the State Treasurer and its successors and assigns.

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

"Bonds" shall mean the General Obligation Refunding Bonds, Series 2010B, dated September 15, 2010, of the City of Wichita, Kansas, authorized by and issued pursuant to the authority of the Bond Ordinance and this Resolution and in the original principal amount set forth on **Exhibit B** to this Resolution, which amount shall not exceed $29,885,000.

"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) any Deputy City Clerk or Acting City Clerk of the City.

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

"Costs of Issuance" shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds.

"Costs of Issuance Account" shall mean the for the City of Wichita, Kansas, General Obligation Refunding Bonds, Series 2010B created pursuant to **Article IV** hereof.

"Costs of Issuance Deposit" shall mean the amount of proceeds of the Bonds 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 September 15, 2010.

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

"Debt Service Fund" shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City's general obligation indebtedness.

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

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

"DTC" shall mean The Depository Trust Company and its successors or assigns.

"Escrow Account" shall mean the Escrow Account created under the Escrow Agreement and held by the State Treasurer.

"Escrow Agreement" means the Escrow Letter of Instructions dated as of September 15, 2010, from the City to the State Treasurer.

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

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

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

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

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

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

"Interest Payment Dates" shall be March 1 and September 1 of each year commencing March 1, 2011, and ending September 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.

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

"Municipal Bond Insurance Policy" shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on **Exhibit A** to this Resolution.

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

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

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

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

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

"Paying Agent" shall mean the State Treasurer and its successors and assigns.

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

"Principal Payment Date" shall mean September 1 of each year, commencing September 1, 2011, and ending September 1, 2018, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

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

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment Date.

"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" shall mean the Refunded Bond as described in the recitals to the Bond Ordinance.

"Refunded Bonds Redemption Date" shall mean the date of redemption of the Refunded Bonds on October 1, 2010.

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

"Resolution" or "Bond Resolution" shall mean this Resolution, adopted by the Governing Body of the City on August 17, 2010, prescribing the terms and details of the 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.

"Term Bonds" means the Term Bonds, if any, described on **Exhibits A and B** to this Resolution.

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

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

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

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

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS

Section 2.01 Authorization of and Security for Bonds. Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the refunding and redemption of the Refunded Bonds, there shall be issued the Bonds. In all matters relating to the issuance, registration and delivery of the Bonds,

the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon, in part, from the collection of special assessment taxes which have been levied against benefited real properties in the City, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City.

Section 2.02 **Description and Details of Bonds**. The Bonds shall be designated "City of Wichita, Kansas, General Obligation Refunding Bonds, Series 2010B," 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 or his 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 $29,885,000, 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 shall be issued in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

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

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

delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

Section 2.03 Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The State Treasurer has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following **Section 2.04(A)** and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following **Section 2.04(B)**.

Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.

(A) Bonds Issued and Delivered in Book-Entry-Only Form. One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by **Section 2.02** hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any,

on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or Redemption Date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

Section 2.05 **Method of Execution and Authentication of Bonds**. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in 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 the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

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

Section 2.06 **Payment of Costs of Bonds**. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 **Form of Bonds**. The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves

the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

Section 2.08 **Registration, Transfer and Exchange of Bonds**. In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

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

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

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with **Section 2.04(A)** of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.09 **Mutilated, Lost, Stolen or Destroyed Bonds**. In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and

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

Section 2.10 Surrender and Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

Section 2.11 Execution and Delivery of Bonds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

Section 2.12 Official Statement. The Governing Body hereby approves the form and content of the "deemed final" Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City's Debt Coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 No Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Section 3.02 Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit B** to this Resolution.

Section 3.03 **Selection of Bonds to be Redeemed**. The Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then, for all purposes in connection with such redemption, each $5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the $5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any Bond of a denomination greater than $5,000 of which one or more, but not all, of the $5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the $5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unpresented $5,000 units of face value from and after the Redemption Date.

Section 3.04 **Notice of Redemption**. The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01 **Creation of Funds and Accounts**. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

(A) Costs of Issuance Account for the City of Wichita, Kansas, General Obligation Refunding Bonds, Series 2010B;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Refunding Bonds, Series 2010B, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Refunding Bonds, Series 2010B.

Section 4.02 Administration of Funds and Accounts. The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

ARTICLE V
APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 5.01 Application of Bond Proceeds. Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited and credited to the various funds and accounts created by **Article IV** of this Resolution, as follows:

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

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

(C) The balance of the proceeds to the Escrow Account held by the State Treasurer.

Section 5.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained

in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

Section 5.04 **Surplus in Principal and Interest Account**. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

Section 5.05 **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 December 15, 2010, shall be transferred to the Principal and Interest Account.

Section 5.06 **Escrow Account; Refunding**. The Refunded Bonds are hereby authorized to be redeemed on the Refunded Bonds Redemption Date and the City Clerk is hereby authorized to provide notice of such redemption in accordance with the ordinances and resolutions of the City that authorized the issuance and prescribed the terms of the Refunded Bonds. An Escrow Account shall be established with the State Treasurer under the terms of the Escrow Agreement and shall be used solely to pay the principal of, premium, if any, and interest on the Refunded Bonds on the Refunded Bonds Redemption Date. A portion of the proceeds of the Bonds as set forth in **Section 5.01** of this Resolution shall be deposited with the State Treasurer for deposit into the Escrow Account on or prior to the date the Bonds are delivered to the Original Purchaser. Any moneys remaining in the Escrow Account after the Refunded Bonds have been redeemed shall be transferred to the City and deposited into the Principal and Interest Account for the Bonds.

ARTICLE VI
DEPOSITS AND INVESTMENT OF MONEYS

Section 6.01 **Deposits**. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 6.02 **Investments**. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as

to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to

Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

ARTICLE VII
PROVISION FOR PAYMENT OF BONDS

Section 7.01 Levy and Collection of Annual Taxes. Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

Section 7.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 8.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this Resolution or by the constitution and laws of the State;

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

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

Section 8.02 **Rights of Owners; Limitations**. The covenants and agreements of the City contained herein, in the Bond Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

Section 8.03 **Remedies Cumulative; Delay or Omission Not Waiver**. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 9.01 **Amendments**. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii)

to 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 this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;

(C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 9.02 **Written Evidence of Amendments**. Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Bond Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Bond or the prospective purchaser or owner of any Bond, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Bond Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X
DEFEASANCE

Section 10.01 Defeasance. When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Tax Covenants. The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

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

the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

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

Section 11.02 **Severability**. In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 11.03 **Further Authority**. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

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

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

Section 11.04 **Governing Law**. This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 11.05 **Effective Date**. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on August 17, 2010.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 2010B BONDS

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

"Bond Ordinance" means Ordinance No. _____ of the City, passed by the Governing Body on August 17, 2010, 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**
September 1, 2011	%
September 1, 2012	
September 1, 2013	
September 1, 2014	
September 1, 2015	
September 1, 2016	
September 1, 2017	
September 1, 2018	

EXHIBIT B
FINAL SIZING TERMS OF THE SERIES 2010B 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.*, $_____, plus a premium of $_____, plus accrued interest to the date of delivery.

Maturity Schedule. All of the Bonds shall be become due on the dates and shall bear interest as the rates per annum as follows:

Maturity Date	**Maturing Principal**
September 1, 2011	$,000
September 1, 2012	,000
September 1, 2013	,000
September 1, 2014	,000
September 1, 2015	,000
September 1, 2016	,000
September 1, 2017	,000
September 1, 2018	,000

Approved by:

_____
City Manager
City of Wichita, Kansas

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Substantial Amendment to the 2009-2013 Consolidated Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the amended Neighborhood Revitalization Plan and authorize submission to the U.S. Department of Housing and Urban Development (HUD) for approval.

Background: The City of Wichita has elected to include a Neighborhood Revitalization Plan (NRP) in the Wichita Consolidated Plan. The last NRP was a part of the 2004-2008 Consolidated Plan. Subsequently City staff amended the NRP so that the dates correspond to the 2009-2013 Consolidated Plan. On May 18, 2010 the City Council approved the amended NRP and authorized a 30 day public comment period. No comments were received during the 30 day public comment period.

Analysis: The City's Neighborhood Revitalization Plan also includes a provision whereby citizens can receive tax rebates for investing in property improvements in a neighborhood revitalization area. This rebate component is not required by HUD but is a local decision to encourage revitalization efforts. The tax rebate provision is authorized by an Interlocal Agreement between the City, USD 259 and Sedgwick County. Revisions to the effective date of the NRP required approval of the Interlocal Agreement by the three taxing entities and by the Kansas Attorney General.

The Interlocal Agreement was approved on June 14, 2010 by the Board of Education for Unified School District 259 and on June 30, 2010 by the Sedgwick County Board of County Commissioners. On July 13, 2010 the Kansas Attorney General issued his approval of the Interlocal Agreement. The entire amended NRP including the Interlocal Agreement is therefore being presented to the City Council for authorization to submit to HUD.

Financial Considerations: The amended Neighborhood Revitalization Plan will impact the City's usage of Community Development Block Grant and HOME Investment Partnerships Program funds. No City General Funds are involved.

Goal Impact: Enhance the Safe and Secure Community, Economic Vitality and Affordable Living, Efficient Infrastructure, Quality of Life and Core Area and Neighborhoods goals.

Legal Considerations: The amended NRP has met all local requirements necessary to be submitted to HUD for approval.

Recommendations/Actions: It is recommended that the City Council approve the amended Neighborhood Revitalization Plan and authorize submission to the U.S. Department of Housing and Urban Development (HUD) for approval.

Attachments: Amended Neighborhood Revitalization Plan.

CITY OF WICHITA

NEIGHBORHOOD REVITALIZATION STRATEGY AREA PLAN

2008–2013

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EXECUTIVE SUMMARY

The City of Wichita has coordinated with the U.S. Department of Housing and Urban Development (HUD) to engage in comprehensive revitalization strategies that seek to create partnerships among the federal and local governments; the private sector; community organizations; and neighborhood residents. In 1998, the City of Wichita adopted its first Neighborhood Revitalization Plan and designated a Neighborhood Revitalization Strategy Area. In 2004, the Plan was updated and a new Strategy Area was designated. The City's objective is to create communities of opportunity in the Strategy Area by stimulating the reinvestment of human and economic capital, and economically empowering low-income residents.

Over the past several decades, Wichita has experienced periods of economic growth and major setbacks. Currently, Wichita's economy is recovering and performing with slow-steady growth in productivity and employment. The core area and selected residential areas have shared some of this past growth, but the majority of growth has occurred in suburban locations resulting in lower growth in property values and higher concentrations of dilapidated structures in the core area. Urban planners refer to this as the "rotten donut" effect. However, the ongoing downtown construction of residential units and the downtown Sedgwick County Arena are indicators of positive growth for the core area.

The City of Wichita Neighborhood Revitalization Plan coordinates the provision of multi-year public funding and incentives used to enhance, improve, and revitalize targeted distressed areas. The City's leadership and financial resources are key elements of the Plan. This Plan describes the factual underpinnings and financial resources necessary for the adoption of the Plan by HUD and the State of Kansas.

The City of Wichita Neighborhood Revitalization Plan includes the HUD Neighborhood Revitalization Strategy for the City of Wichita, described in HUD Notice 96-01. The Plan includes the neighborhood revitalization area boundaries, demographic criteria, descriptions of the public consultation efforts, assessments of the target areas, strategies to improve the target areas, and performance measurements. It also includes activities funded by the Community Development Block Grant program and HOME Investment Partnership Program, which are described in the HUD Consolidated Plan. Program incentives for housing and economic development are included in the Plan.

The City of Wichita Neighborhood Revitalization Plan meets the State of Kansas requirements necessary to establish the Kansas Rebate Program for the City of Wichita (K.S.A. 12-17,114 et seq.). The Kansas Tax Rebate Program procedures, programming, and eligibility for the City of Wichita are described in the Plan.

The City's Neighborhood Revitalization Plan has been developed to concurrently meet the statutory requirements of the State Neighborhood Revitalization Act and the regulatory requirements of the HUD Neighborhood Revitalization Strategies. Accordingly, this Plan has been developed in accordance with the requirements of the HUD Consolidated Plan and HUD Notice 96-01, dated January 16, 1996 regarding Neighborhood Revitalization Strategies. The City of Wichita has taken all reasonable means to meet citizen participation requirements to develop and submit HUD Neighborhood Revitalization Strategies. Further, the City chooses to formally amend its HUD Consolidated Plan to add a new Appendix D to the City's HUD Consolidated Plan and make the Neighborhood Revitalization Plan a matter of record and public policy.

DEFINITIONS

State Neighborhood Revitalization Area-An area which by reason of the presence of a substantial number of deteriorated or dilapidated buildings or improvements, defective or inadequate streets, incompatible land uses, faulty lot layout, deterioration of site or other improvements which substantially impairs or retards the sound growth of the city.

HUD Neighborhood Revitalization Strategies- Comprehensive approaches to address economic development needs and promote innovative programs in economically disadvantaged areas or neighborhoods within the community. The strategy areas must be primarily residential and contain a high percentage of low and moderate-income households.

Local Investment Areas-Locally defined neighborhoods or areas located within State Neighborhood Revitalization Areas and HUD Neighborhood Revitalization Strategy Areas where federal Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds can be concentrated to have a significant visual impact on specific areas.

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NEIGHBORHOOD REVITALIZATION PLAN
WICHITA, KANSAS

I. PURPOSE, FINDINGS AND STAKEHOLDER CONSULTATION

The components of the plan include establishing the Neighborhood Revitalization Area boundaries, description of demographics of residents represented within the boundary, method of consultation with stakeholders, assessment of the economic conditions of the area, strategy to implement a plan of economic empowerment and performance measurements. The Neighborhood Revitalization Strategy Area plan contains proposals for improving municipal services and establishing local eligibility criteria and application procedures for the tax rebate program.

This plan is required by the State of Kansas statutes in order to create an incremental tax rebate program intended to encourage reinvestment and improvement of blighted, declining areas of the community pursuant to the State Neighborhood Revitalization Act.

The Neighborhood Revitalization Plan also serves as the City's strategy to stimulate and promote the investment of human and economic capital to improve economic conditions, promote home ownership, identify economic needs and opportunities for individuals and small and disadvantaged businesses, and provide neighborhood assistance to help develop and sustain the ability of community organizations to undertake and complete projects that improve the quality of life in the community.

The Neighborhood Revitalization Plan guides the City's efforts to improve targeted areas through the following means:

- directs efforts to areas identified as revitalization and reestablishment areas in the Wichita-Sedgwick County Comprehensive Plan;
- provides a method to encourage redevelopment that is not a part of traditional redevelopment efforts;
- addresses single-family residential and small businesses, which would not otherwise be served by traditional redevelopment efforts;
- encourages inner City redevelopment that might not otherwise occur; and
- eliminates disincentives of increased tax payments that result from redevelopment of existing properties within the core area.

The results of implementing the Neighborhood Revitalization Plan will include:

- stabilization of blighted neighborhoods;
- rehabilitation of older homes;
- greater access to affordable housing for persons with limited resources;
- development of infill housing downtown and in targeted areas; and,
- improvement of rental properties.

The governing body of the City of Wichita has determined that the Neighborhood Revitalization Areas, as hereinafter defined, are areas that meet the three conditions described in K.S.A. 12-17.115(c):

- a predominance of dilapidated buildings;
- deteriorated infrastructure and structures; and/or
- buildings or improvements of significance that should be preserved or restored.

The City has determined that the rehabilitation, conservation and redevelopment of such areas are necessary to protect the public health, safety and welfare of the residents of the Neighborhood Revitalization Areas and the municipality as a whole.

Further, in accordance with HUD Notice 96-01, the Neighborhood Revitalization Plan was developed in consultation with area stakeholders. Presentations on the boundaries were made to the six District Advisory Boards with citizens from each area present on October 2nd and 4th, 2006. A public notice advising the public of the District Advisory Board meetings was published on September 30, 2006, giving the public the opportunity to comment at the meetings and/or to submit written comments. The NRA boundaries were approved by the City Council on November 14, 2006. On April 17, 2007 the Wichita City Council held a public hearing and approved the Neighborhood Revitalization Plan as an amendment to the 2004/2008 HUD Consolidated Plan. On March 17, 2007, a 30-day comment period began. Two consecutive public notices were published on April 3rd and 10th in order to meet the State Neighborhood Revitalization Plan requirements.

II. LEGAL DESCRIPTIONS OF NEIGHBORHOOD REVITALIZATION AREAS AND LOCAL INVESTMENT AREAS

The legal descriptions of the three Neighborhood Revitalization Areas/HUD Neighborhood Revitalization Strategy Areas are listed below. A map depicting the Neighborhood Revitalization Area boundaries is listed in Appendix 1. The total area of the Neighborhood Revitalization Areas is 12,450 acres, or 19.45 square miles and comprises approximately 12.17% of the City. This includes three State Neighborhood Revitalization Areas/HUD Neighborhood Revitalization Strategy Areas. It also includes seven Local Investment Areas. The approximate acreage of each Revitalization Area is as follows: Core Area - 11,775 acres; Hilltop - 145 acres; and Planeview - 530 acres. Parcel maps depicting the parcels included in the Neighborhood Revitalization Areas are listed in Appendix 2.

Neighborhood Revitalization Areas

The Neighborhood Revitalization Areas are legally described as follows:

CORE AREA

Beginning at the intersection of 37th Street North and Broadway; thence west to Arkansas Avenue; thence south along Arkansas Avenue to 29th Street; thence west to the east bank of the Little Arkansas River; thence south along the east bank of the Little Arkansas River to the confluence of the Little and Big Arkansas Rivers; thence westerly along the south bank of the Big Arkansas River to its intersection with Meridian and Central; thence west along Central to the east edge of the Big Ditch; thence south along the east edge of the Big Ditch to Maple Avenue; thence east along Maple Avenue to its intersection with Sheridan Avenue; thence south along Sheridan Avenue to its intersection with Harry Street; thence east along Harry Street to the Arkansas River; thence south along the east bank of the Arkansas River to the former Chicago, Rock Island, and Pacific Railway; thence northeast along the former Chicago, Rock Island, and Pacific Railway to Pawnee Avenue; thence east along Pawnee Avenue to Lulu Avenue; thence north to Skinner Street; thence west along Skinner Street to Pattie Avenue; thence north along Pattie Avenue to Funston Street; thence east along Funston Street to Southeast Boulevard; thence northwest along Southeast Boulevard to Harry Street; thence east along Harry Street to Hydraulic Avenue; thence north along Hydraulic Avenue to Douglas Avenue; thence east along Douglas Avenue to Hillside Avenue; thence north along Hillside Avenue to 8th Street; thence east along 8th Street extended to Oliver; thence north along Oliver to 13th Street; thence east along 13th Street to Old Manor; thence north along Old Manor to Kensington; thence west on Kensington to Pinecrest; thence north on Pinecrest to the Burlington Northern Railroad Track; thence west along the Burlington Northern Railroad Track to Oliver; thence north along Oliver to 17th; thence west along 17th to Hillside Avenue; thence north along Hillside to the Union Pacific Railroad Track; thence west along the Union Pacific Railroad Track to I-135; thence south along I-135 to 21st Street; thence west along 21st Street to Broadway; thence north on Broadway to the point of beginning;

and

PLANEVIEW

Beginning at Hillside and Pawnee; thence south along Hillside to 31st Street South; thence east along 31st Street South to the west edge of the Kansas Turnpike; thence northeasterly along the west edge of the Kansas Turnpike to George Washington Boulevard; thence along George Washington Boulevard in a northwesterly direction to Pawnee; thence west along Pawnee to the point of beginning; and

HILLTOP

Beginning at Lincoln and Bluffview; thence south along Bluffview to Harry; thence east along Harry to Oliver; thence north along Oliver to Lincoln; thence west along Lincoln to the point of beginning.

Local Investment Areas

As a matter of local policy, the City Council has established seven Local Investment Areas within the Neighborhood Revitalization Areas to focus resources designed to have a positive visual impact on the areas and provide an incentive for private investment. The Local Investment Areas may be changed by a majority vote of the City Council.

The boundaries of the Local Investment Areas are as follows:

ORCHARD BREEZE

Beginning at Central and the east edge of the Big Ditch; thence south along the east edge of the Big Ditch to Maple; thence east along Maple to West Street; thence north along West Street to Douglas; thence west along Douglas to Elder; thence north along Elder to Second Street; thence east along Second Street to West Street; thence north along West Street to Central; thence west along Central to the point of beginning.

PLANEVIEW

Beginning at Hillside and Pawnee; thence south along Hillside to 31st Street South; thence east along 31st Street South to the west edge of the Kansas Turnpike; thence northeasterly along the west edge of the Kansas Turnpike to George Washington Boulevard; thence along George Washington Boulevard in a northwesterly direction to Pawnee; thence west along Pawnee to the point of beginning; and

HILLTOP

Beginning at Lincoln and Bluffview; thence south along Bluffview to Harry; thence east along Harry to Oliver; thence north along Oliver to Lincoln; thence west along Lincoln to the point of beginning;

and

NORTH CENTRAL

Beginning at the corner of 29th Street and Broadway; thence south along Broadway to 17th; thence east along 17th to Santa Fe; thence south along Santa Fe to 13th; thence west along 13th to Broadway; thence south along Broadway to 9th Street; thence west to Waco Avenue; then jog north on Waco to 9th Street, west to Lewellen, north to 13th, jog west on 13th to the east bank of the Little Arkansas River, thence north along the east bank of the Arkansas River to 29th; thence east along 29th to the point of beginning; and

NORTHEAST

Beginning at the corner of 21st and Washington extended, thence south along Washington to Central; thence east along Central to Hillside; thence north along Hillside to 8th Street; thence east along 8th Street extended to Oliver; thence north along Oliver to 13th; thence east along 13th to Old Manor; thence north along Old Manor to Kensington; thence west to Pinecrest; thence north on Pinecrest to the Burlington Northern Railroad Track; thence west along the Burlington Northern Railroad Track to Oliver; thence north along Oliver to 17th; thence west along 17th to Hillside; thence north along Hillside to the Union Pacific Railroad Track; thence west along the Union Pacific Railroad Track to I-135; thence south along I-135 to 21st Street; thence west along 21st Street to the point of beginning; and

DELANO

Beginning at the corner of McCormick and Meridian; thence east to Osage; continuing east on Lincoln to the west bank of the Arkansas River; thence north along the west bank of the Arkansas River to the confluence of the Little and Big Arkansas Rivers; thence westerly along the south bank of the Big Arkansas River to Central; thence west on Central to Meridian; thence south on Meridian to the point of beginning.

SOUTH CENTRAL

Beginning at the intersection of Kellogg Street and the Arkansas River; thence south along the east bank of the Arkansas River to the former Chicago, Rock Island, and Pacific Railway; thence northeast along the former Chicago, Rock Island, and Pacific Railway to Pawnee Avenue; thence east along Pawnee Avenue to Washington Avenue; thence north along Washington Avenue to Kellogg Street; thence west along Kellogg Street to the point of beginning.

Buildings located on either side of a boundary street will be eligible to participate in the programs offered by the City of Wichita pertaining to the Neighborhood Revitalization Areas and the Local Investment Areas.

III. VALUATION OF REAL PROPERTIES

Appraised valuation represents a fair market estimate of a property's worth. The approximate appraised valuation of the real estate in the Neighborhood Revitalization Areas and its 39,200 parcels is:

Land	$	568,000,000
Buildings	$	2,450,000,000
Total Assessed Value	$	3,018,000,000

Assessed valuation represents the amount of a property's worth that is taxed. The approximate assessed valuation of the real estate on the 39,200 parcels within the Neighborhood Revitalization Areas is:

Land	$	80,000,000
Buildings	$	309,000,000
Total Assessed Value	$	389,000,000

IV. OWNERS OF RECORD IN THE AREAS

The owner of record for each parcel of land is listed with the property address in the Sedgwick County Appraisers office.

V. ZONING CLASSIFICATION AND LAND USE

A zoning classification map for the Neighborhood Revitalization Areas and a current Land Use Map are listed in Appendices 3 and 4, respectively. A Proposed Land Use map is listed in Appendix 5. As noted in the Current Land Use Map, the three Neighborhood Revitalization Areas and the seven Local Investment Areas are primarily residential.

VI. CURRENT CONDITIONS OF AREAS

Select portions of Wichita have been designated as areas for revitalization and reestablishment due to their present conditions. The City's Comprehensive Plan identifies and generally defines the conditions of these select areas as the following.

> Areas of Revitalization
> Areas that are experiencing some decline, but good market and development opportunities exist. The objective of treatment of these areas would be to stabilize the area and increase its attractiveness to private investors.

Areas of Reestablishment

Severely deteriorated areas in which the market conditions have changed enough that little reinvestment is occurring, people are moving out faster than they are moving in, and in some cases, land use is in transition from the original use to other uses. Revitalization of these areas will require attention to address physical problems, social, and economic concerns.

According to the Wichita-Sedgwick County Comprehensive Plan, Wichita's population is projected to grow by 32,700, from 344,284 to 377,000 during the period 2003-2010. However, only a limited amount of this growth is projected to occur in the Neighborhood Revitalization Areas. The latest calculations for the Comprehensive Plan and recent market trends would indicate an increase in population of less than 2,000 persons during the same time period in the central area of Wichita.

The loss of population and businesses in previous decades from the mature parts of the City has resulted in an erosion of property values, disinvestment and physical decline. Appraised residential property values have only increased by 17 to 21 percent in the central area compared to 35 percent citywide. However, the adoption of multiple neighborhood plans along with others that are being developed and financial incentive programs within the Neighborhood Revitalization Areas has spurred some reinvestment. Also, the rate of housing unit loss has stabilized since 1997. These factors should contribute to the stability of the central area of Wichita.

Stability for the central area of Wichita also relies heavily on the status of the City's economy. Although Wichita's employment includes a broad mix of business types, a strong base of relatively high paying manufacturing jobs provides the backbone of the City's economy. Following the events of September 11, 2001, and the subsequent downturn in the airline industry, Wichita's four aircraft companies suffered a net job loss of more than 10,000.

Six years later, the Wichita area has regained and passed the jobs lost after 9/11, but this has not kept pace with the number of eligible workers. Total Civilian Labor Force has grown faster than actual employment opportunities. This unemployment rate in January 2007 was 4.5%. The Center for Economic Development and Business Research (CEDBR) at Wichita State University is forecasting job growth of 5,000 employees for 2007.

Table 1
Demographics for the City and Neighborhood Revitalizations Areas

	City of Wichita	City of Wichita (excluding NRAs)	Neighborhood Revitalization Areas
Population	332,693	247,251	74,786
White	237,405	196,220	34,273
Minority	95,290	51,033	40,513
Percent Minority	28.64%	20.64%	54.17%
Low/Mod	141,987	88,316	47,664
Low/Mod Universe	321,102	238,863	72,046
Low/Mod Percent	44.22%	39.97%	66.16%
Number of Households	135,047	101,437	28,987
Median Income	$45,889	$51,792	$27,208
Average Per Capita Income	$17,854	$24,000	$11,707
# of Persons Below Poverty	37,597	19,329	16,272
Poverty Universe	328,053	245,425	72,231
Percent Below Poverty	11.46%	7.88%	22.53%
Number Employed	160,244	124,433	30,779
Number Unemployed	9,048	5,393	3,296
Percent Unemployed	5.60%	4.15%	9.67%
Housing Units	147,560	109,026	33,354
Occupied	135,047	101,437	28,987
Vacant	12,513	7,589	4,369
Percent Vacant	8.48%	6.96%	13.10%
Owner Occupied	82,565	67,052	15,179
Renter Occupied	52,484	34,387	15,811
Percent Renter Occupied	35.57%	31.54%	47.40%
# housing units 1939 or earlier	18,333	7,265	9,803
% housing units 1939 or earlier	12.42%	6.66%	29.39%
Median Year Built	1955	1957	1948
Owner Occupied Value	$85,632	$100,146	$40,264
Median Rent	$552	$578	$469

Table 2
Demographics of Each Neighborhood Revitalization Area

	Core Area	Planeview	Hilltop
Population	68,733	4,261	1,792
White	31,912	1,249	1,112
Minority	36,822	3,011	680
Percent Minority	53.54%	70.66%	67.95%
Low/Mod	43,241	3,039	1,384
Low/Mod Universe	65,976	4,271	1,799
Low/Mod Percent	65.54%	71.15%	76.93%
Number of Households	26,925	1,289	773
Median Income	$27,334	$26,845	$22,575
Average Per Capita Income	$11,795	$9,945	$11,357
# of Persons Below Poverty	14,737	1,108	427
Poverty Universe	66,175	4,264	1,792
Percent Below Poverty	22.27%	25.98%	23.83%
Number Employed	28,473	1,559	747
Number Unemployed	3,040	169	87
Percent Unemployed	9.65%	9.78%	10.43%
Housing Units	30,807	1,613	934
Occupied	26,925	1,289	773
Vacant	3,883	325	161
Percent Vacant	12.60%	20.15%	17.24%
Owner Occupied	12,425	354	400
Renter Occupied	14,502	935	374
Percent Renter Occupied	47.07%	57.97%	40.04%
# housing units 1939 or earlier	9,468	268	67
% housing units 1939 or earlier	30.73%	16.62%	7.17%
Median Year Built	1948	1946	1947
Owner Occupied Value	$41,441	$26,775	$72,001
Median Rent	$473	$392	$443

VI. IMPROVING SERVICES

Multiple initiatives that impact the delivery of services within the Wichita NRAs are currently underway within the City and the greater Wichita Metropolitan Area. These initiatives include the regional effort, Visioneering Wichita; the City's Transforming Wichita process; and the City's Stop Blight Initiative. In addition to the recent planning and process-oriented initiatives listed above, the City of Wichita has consistently made efforts to improve the delivery of services in the NRA areas through the Capital Improvements Program (CIP).

Visioneering Wichita

The Visioneering Wichita initiative is a regional visioning process for the Wichita Metropolitan Statistical Area (MSA). Initiated in the spring of 2004, the Visioneering Wichita process reached an important stage in the realization of the community vision when the Visioneering Wichita document was published in December of 2004. The visioning process brought together hundreds of Wichita MSA stakeholders to discuss the vision for the region. The results were a series of community focus area with benchmarks to help measure the progress in achieving the desired vision. The benchmarks measure various aspects of the quality of life in Wichita, from education to economic development.

Transforming Wichita

Transforming Wichita is a City of Wichita initiative to transform the way the City delivers services. This initiative is designed to change the City's internal decision making process, resulting in a more collaborative and transparent organization. The end result will include performance measures that report on the true impact of municipal services in the community.

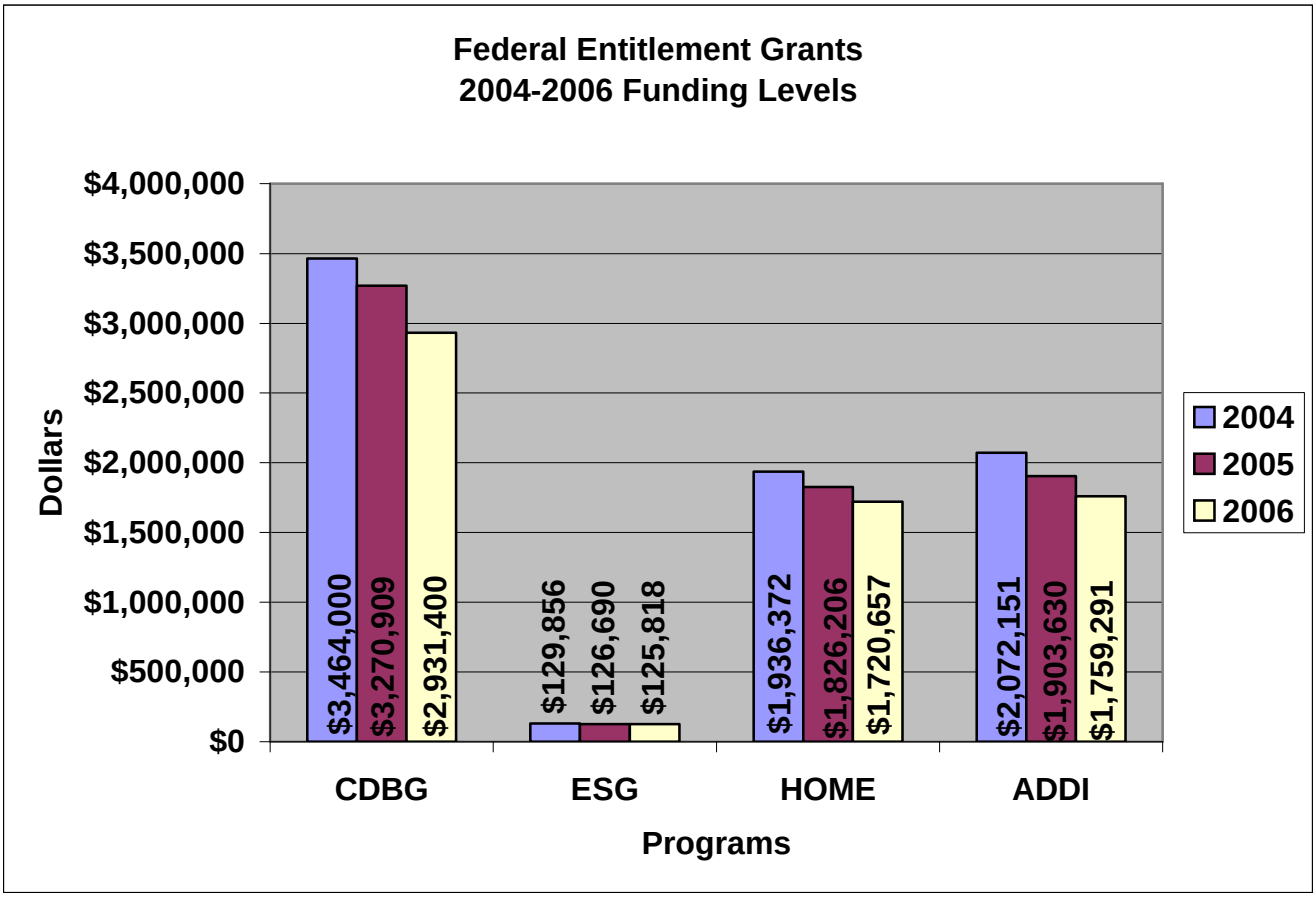
StopBlight

The City of Wichita created a "StopBlight" program to address problem properties in local neighborhoods. City departments have partnered together in a joint effort to strengthen local ordinances and provide resources that will reduce substandard housing and blight at various locations. The focus will be on blighted properties, including boarded-up and abandoned buildings that are hazardous to the public and result in a distressed neighborhood.

IX. CHALLENGES AND ISSUES

Funding Reductions

The trend of decreasing HUD assistance continues to pose a major challenge for the City of Wichita in responding to increasing needs of income eligible residents. Unfortunately, as a result of these ongoing decreases, funding for infrastructure, housing, and social programs to benefit the low to moderate-income populations is being cut back significantly. The following chart shows the funding history for CDBG, ESG, HOME and ADDI for the first three years of the 2004-8 Consolidated Plan.



Access to Business Capital

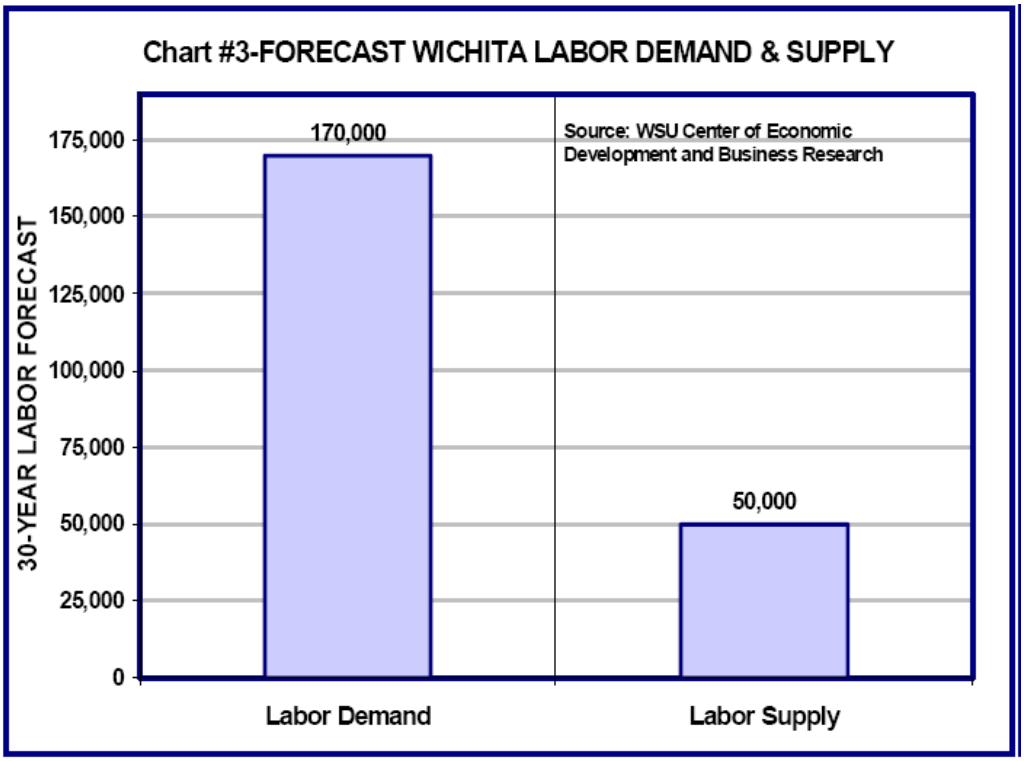
The greatest challenge for starting and expanding a neighborhood business is access to investment capital. Fran Jabara, a former professor at the Barton School of Business at Wichita State University and a merchant banker who operates Jabara Ventures, says, "in the very early stages of a business -- the concept stage -- entrepreneurs have to seek start-up money on their own because there are too many things that can go wrong. The concept may fail before it even gets started and those who invested may lose their money."

"Even if a person had other net worth and went to a bank -- a lot of banks are reluctant to invest in an early stage start-up," Jabara says. "And Wichita is just not large enough to have a (venture capital firm). There is some venture capital to be had in Wichita. Finding access to it, however, is the trick."

Skilled Workers and the Labor Gap

Since the year 2000 Wichita's population growth rate has been half that of the United States. Current research indicates that low-skilled employees will relocate for employment opportunities. However, high-skilled employees are more selective and choose locations with significant amenities. Wichita has exhibited a relatively slow growth rate for low-skilled job opportunities, but a healthy growth in high-skilled job opportunities.

A lack of available skilled workers has resulted in a number of unfilled positions. A critical challenge for Wichita's future will be the ability to transform low-skilled workers into the high-skilled workforce desired by the aircraft manufacturers and other durable goods industries. The Visioneering Wichita Plan (2004) includes labor demand forecasts by the WSU Center of Economic Development and Business Research illustrating the jobs and labor supply gap. Current projections forecast that the Wichita MSA demand for labor will require more than 170,000 additional jobs over the next 30 years. However, based on current trends and conditions, the forecasted supply of labor will only support the addition of 50,000 jobs or 1,667 jobs per year (see Chart #3 from the Visioneering Wichita Plan included below).



Education Levels

According to the Wichita State University 2006 demographic update, 25% of residents living in the core areas do not have a high school diploma. The percentage in the suburban areas is 10% and lower. This disparity in education level of individuals living in the NRA poses a barrier to employment opportunities and affects quality of life.

Racial Harmony

Racial diversity, opportunity and harmony have been issues in the city of Wichita for many years. The City has taken action to encourage small businesses to participate in the Emerging and Disadvantage Business Enterprise Program. Many other organizations have also taken steps to increase harmony in the community. Visioneering Wichita conducted a survey in 2006 that measured the perceptions of racial opportunities and harmony issues in social interaction, jobs and education and serves as a baseline to measure progress in racial harmony. The survey index is 100 with 50 being neutral. The overall racial opportunity and harmony index is 56.8.

1950 - 1960 Housing Stock and Related Impacts

The 2000 Census indicates that the majority of Wichita's housing units were constructed in the decades from 1950 to 1970, with a median age of 1964 (see the table below). The structural condition of many of the homes constructed in the 1950s and 1960s is relatively good. However, the configuration, sizes, and lot sizes make many of the structures functionally obsolete for today's families. As a result of the lack of demand for the structure type and the abundance of supply, prices for these homes have declined.

Structure Age of Housing Stock in Wichita

	Wichita, Kansas
Total:	**152,050**
Built 1999 to March 2000	4,305
Built 1995 to 1998	9,518
Built 1990 to 1994	9,196
Built 1980 to 1989	20,955
Built 1970 to 1979	21,767
Built 1960 to 1969	16,165
Built 1950 to 1959	34,201
Built 1940 to 1949	17,677
Built 1939 or earlier	18,266
Median Year Built	**1964**

Source: US Census 2000 Tables H35 and H34

Efforts to reconfigure and adapt the 1950s and 1960s housing stock to meet current needs, are further complicated by the significant costs to update these homes, which is often more expensive than buying a new one. Not only are reconstruction efforts usually prohibitively expensive, but financing is often difficult to obtain for small house projects in aging portions of the City. Furthermore, entire blocks would need to be revitalized at the same time in order for property owners to fully realize returns on their significant investments.

Housing Conditions

The 2000 Census indicates that Citywide there are 152,119 housing units in the City of Wichita of which 56.76% are more than 35 years in age. The City of Wichita Office of Central Inspection reported in 2006, approximately 12,000 substandard rental units, and an additional 7,000 substandard owner-occupied homes existed within the City. In the same year, the Wichita Office of Central Inspection has identified approximately 600 boarded up properties as neglected building cases.

CHDO Capacity

The City of Wichita partners with Community Housing Development Organizations (CHDOs) by providing HOME program subsidies to rehabilitate and replace housing units, but the capacity of these organizations and subsidy limitations only produce approximately 30 replacement homes per year. This is quite small in comparison to the number of redevelopment opportunities in the NRA.

Aging Infrastructure
Areas of the City where the housing stock is dilapidated and losing value are also faced with issues related to aging infrastructure or lack of infrastructure. The combined factors of rising material and labor costs, coupled with lower assessed values for these properties, has added additional strain on City resources to provide public infrastructure in the distressed portions of the city.

Perceptions
Perceptions of high crime and poor schools also present a challenge to attracting and retaining residents in the NRA, even though the realities are not nearly so dire.

VII. PROGRAMS AND INCENTIVES

One of the City's foremost concerns is to help address and meet the needs for services that are lacking in neighborhoods identified for revitalization, services that include: affordable housing, jobs, and financing capital. To address these needs the City of Wichita has developed programs and incentives from a comprehensive list of sources and made available to geographical areas designated as "City-Wide", "Redevelopment Incentive Area (RIA)", "Neighborhood Revitalization Areas (NRA)" and the "Local Investment Areas (LIA)". The programs and incentives that are provided to eligible recipients include the following:

Industrial Revenue Bonds (IRB) (City-Wide)

- Finance acquisition and construction of a broad variety of industrial, commercial and industrial properties.
- Governmental entity to act as the "issuer" of the bonds and provide low-cost financing for qualified projects.
- Property and services acquired with the proceeds of the IRBs are eligible for sales tax exemption.
- Income earned on all IRBs issued in Kansas is exempt from all State taxes except inheritance taxes. The income earned on IRBs issued for manufacturing facilities, facilities owned by 501 (C) corporations, low-income multifamily housing projects, and single-family mortgages are also exempt from federal income taxation.

Tax Abatement (IRB) (City-Wide)

- Property taxes may be abated up to 10 years for new improvements to real property and for newly acquired items of personal property used by an eligible business in connection with an expansion or relocation of the business' operations in Wichita.
- Requires use of IRBs.
- Land and existing buildings are not generally eligible for property tax abatement. Existing buildings within the City of Wichita will only be considered for tax abatement if the building has been vacant for at least three years and is acquired by a party not related to the previous owner.
- The term of tax abatement on real property improvements under this Policy shall be for an initial term of five years, plus an additional five years subject to review and approval of the City Council and/or Board of County Commissioners at the end of the initial term.

- Location Premium: Businesses in the City of Wichita will be encouraged to locate and /or expand within the Neighborhood Revitalization Areas of the city. To foster such action, businesses may receive additional recommended tax abatement equal to 20% for locating in the Neighborhood Revitalization Area.

EDX Abatement (City-Wide)

- Limited to expanding manufacturing, research & development and warehouse & distribution businesses that create or retain jobs.
- Otherwise, same terms and conditions as IRB tax abatements
- Does not require IRBs.

Tax Increment Financing (TIF) (City-Wide)

- Redevelopment financing tool used to fund the costs of public infrastructure and other eligible improvements related to redevelopment of blighted or declining areas.
- The portion of taxes representing the "tax increment" is paid to the City to cover eligible redevelopment costs; the taxes based on the "base year" valuation go to the City, County, School District and State, the same as all other property taxes.
- Uses increased taxes derived from redevelopment of property in a redevelopment district to pay for certain improvements in conjunction with the redevelopment project.
- Proceeds can only be used to pay eligible costs including: public infrastructure, land acquisition, demolition, relocation, street, sidewalks, public parking, etc.

SBA Microloan Program (City Wide)

- Loan maximum up to $35,000.
- Business applicant must meet the SBA definition of a small business.
- Less restrictive lending requirements available on some loans.

Neighborhood Revitalization Area (NRA) Tax Rebate Program

- Receive up to a 95% five-year rebate on increased taxes actually paid, as result of new construction or rehab project in NRA.
- Requires a minimum investment of $10,000 in the rehab or construction project.
- Available for: Non-residential property owners or owner/occupants; Single-family dwellings; Multi-family dwellings; Commercial/industrial properties.
- Tax rebates apply to increased taxes actually paid on the improved value of a property.

Facade Improvement Program (NRA)

- Enhance visual aesthetics of downtown area via owners or tenants renovating or restoring building facades.
- Very low cost loan financing combined with a forgiveness provision for a portion of the loan.
- For non high-rise buildings, the City assistance also includes a five-year forgivable loan up to 25% of the project cost, if the owner maintains the facade.

- The maximum City of Wichita assistance (forgivable loan) is $10,000 (or 25% of the total project cost, whichever is lower) for one facade. Up to $30,000 (or 25% of total project costs, whichever is lower) is available for a corner building with two visible facades. The owner is required to finance the remaining 75% of facade improvement through 15-year special assessment against the real property.

Permit Fee Waiver (City-Wide)

- The Office of Central Inspections may waive building permit fees on new residential (one- & two-family) construction and remodeling over $10,000 located within the Neighborhood Revitalization Areas.

Redevelopment Infill Waiver and/or Modification Consideration (City-Wide)

- Waiver and/or modification of fees for properties exhibiting some or all of the following characteristics:
    - Inclusion within the corporate limits of the City of Wichita prior to 1970.
    - Potential public benefits relating to the redevelopment or infill of urban properties.
    - Absence or inclusion of adjoining properties in a benefit district at the time of development.
    - Potential overriding public benefits as in preservation of public health through provision of a public water supply in cases of groundwater contamination.
- Primarily intended for residential property.
- Must apply and be approved for the program.

Water/Sewer Tap and Plant Equity Fee Waiver (NRA)

- Fees are waived for new single-family construction projects undertaken within the boundaries of the Neighborhood Revitalization Areas.

Special Assessment Financing for Asbestos and Lead Paint Management (City-Wide)

- Allows special assessment financing to pay for abatement of asbestos and lead paint in privately owned commercial buildings.
- Allows for affordable means for building owners to deal with the hazardous materials so their existence does not impede redevelopment of Wichita buildings.
- City pays for abatement of the hazardous materials up front, and property owner repays cost over a 15-year period in annual or semi-annual payments.

Permit Fee Waiver (NRA)

- Waiver of septic system permit fee for residential areas without public services that need septic system, located in the Neighborhood Revitalization Areas.

Special Assessment Hardship Deferral Program (City Wide)

- Low-income property owners are eligible for special assessment payment deferral.
- Deferrals are eligible for use on single-family residences located anywhere within City limits.
- Available only for owner occupants of the property assessed. Parcel cannot exceed two acres in size, and must be a single building site.

- Annual principal and interest on the assessments must be in excess of one percent of owner's annual income and appraised value of the home of applicant cannot exceed the current median home value for existing homes.
- Hardship deferrals are reviewed annually for eligibility; thus property owners must re-apply for each year a deferment is sought.
- Hardship deferrals can be granted indefinitely and do not have to run concurrently.
- Special assessments are considered outstanding debt until all obligations are met. And if the property is sold, all special assessments (principal and interest) become due and payable.

<u>HOME 80 for First Time Homebuyers (RIA and LIAs)</u>

- HOME Investment Partnership Program (HOME) funds may provide financial assistance for down payments and closing costs for first-time homebuyers purchasing new or existing homes located in the City's Redevelopment Incentives and Local Investment Areas.
- Assistance is also available to assist first time homebuyers with property improvements to extend the value of existing home purchases.

<u>Housing Development Loan Program (RIA and LIAs)</u>

- HOME Investment Partnership funds are available for the development of affordable residential housing in the City's Redevelopment Incentive Area and Local Investment Areas.
- Projects include new construction or rehabilitation of single family, owner occupied properties.
- HOME funds are provided in the form of interest-bearing loans or advances, no-interest – bearing loans or advances, interest, subsidies consistent with the purpose of HOME, or deferred payment loans.

<u>Neighborhood Improvement Services (NIS) Programs (City-Wide, NRA and LIA)</u>

- Home Repair Program is designed to provide financial assistance to eliminate code violations in residential dwellings.
    - Emergency Assistance (City Wide): Provides eligible households with income of 50% of the area median, financial aid to resolve an emergency situation affecting the health and /or safety of the recipient's household. Assistance is a 0% interest loan, which will be forgiven if the recipient remains owner-occupant of the property for five years. The maximum amount of assistance is $5,000.
    - Paint Grants (RIA or LIA): Provides up to $150 for exterior paint to eligible property owners.
    - Exterior Repair Grant: Provides a $5,000 grant to eligible owner occupants, located within special targeted areas for exterior structural improvements. Special target areas are identified as areas that are receiving major investments.

<u>Deferred Loan Program (LIA)</u>

- Provides assistance up to $35,000 for complete rehabilitation of an owner-occupied residential unit.

- Provides an interest free loan, which decreases the principle by 10% each year for 5 years.
- The balance is due and payable upon transfer of ownership.
- Household income cannot exceed 50% of HUD's area median income guidelines.

Direct Loan Program (LIA)

- Maximum amount of assistance is $35,000 to bring the property into compliance with the Minimum Housing Code.
- The term may be up to 20 years.
- The rate for households that do not exceed 50% of area median income is 0%.
- The rate for households that do not exceed 80% of area median income is 4%.
- The rate for households that exceed 80% of area median income is 9%.

Home Improvement Loan Program (RIA or LIA)

- Partnerships have been developed between local banks and the City.
- Provides rehabilitation loans as low as 2% to households with income of 80% of area median.
- The term may be up to 10 years.

Historic Preservation Tax Credits (City-Wide)

- Buildings listed on the Kansas State or National Register may receive state and federal tax credits.
- State tax credit may be equal to 25% of qualified rehabilitation expenses (expenses must exceed $5,000).
- Federal tax credit may be equal to 20% of qualified substantial rehabilitation expenses.

Historic Revolving Loan Program (NRA or 1919 City Limits)

- Community Development Block Grant funds may be used for preservation, restoration, and rehabilitation of historically and architecturally significant residences, that are owner occupied, located within the city of Wichita.
- Property must be designated and listed as a landmark on the local, state, or national historic register; be a contributing structure in a residential district; or be within the 1919 city limits.
- The property condition must meet the HUD definition of "addressing slum or blight on a spot basis" or be located in an area designated as "slum and blighted."

Historic Deferred Loan Program (NRA or 1919 City Limits)

- The structure must meet the guidelines of the Historic Revolving Loan Program.
- The owner must occupy the single-family residence and household income must not exceed 80% of area median income, and not qualify for monthly installment loans due to credit problems or not possess the ability to repay a loan.
- The borrower will not be required to repay the amount of the loan during the borrower's lifetime as long as the borrower remains the owner of the residence.

Rental Rehab Loan Program (LIA)

- Provides 4% loans to eligible owners of rental property.
- Properties must be residential, containing 1 to 7 units.
- Tenants household income cannot exceed 80% of area median income.

Community Development Block Grant (CDBG)

- The City Council may select a special project to receive CDBG funding.
- CDBG funding may be in the form of a loan, grant or loan guaranty as determined by the City Council.

VIII. ECONOMIC EMPOWERMENT

Strategy and Implementation Plans

The City of Wichita promotes the revitalization of individual neighborhoods within the Neighborhood Revitalization Plan area by working with the established neighborhood and business associations to develop neighborhood and area plans that identify a vision for the area and the steps needed to realize it. Each plan contains customized economic development strategies and implementation guidelines specific to each neighborhood.

21st Street North Corridor Revitalization Plan (2004): The 21st Street Plan Area consists of a 2.6 square corridor that crosses through multi-cultural communities and contains a high percentage of deteriorated structures. The 21st Street Plan identified the need to create an organizational network for economic revitalization known as the 21st Street North Corridor Coordinating Committee. The committee coordinates the revitalization and development of the corridor. Members from the 21st Street Coordinating Committee are also working together to form a community development corporation (CDC) that will act as the primary implementation partner in developing a business improvement district (BID) and an industrial development corporation (IDC) to assist in planning new business and industrial development.

The 21st Street Plan envisions the creation of the International Marketplace District and 21st Street Mercado. These developments will enhance the economic vitality of the area in a way that highlights its unique cultural assets. The City of Wichita is currently working with the 21st Street Business Association and 21st Street CDC to develop the marketing plan and image for the District. The District and Mercado will be special destinations in the Wichita Area, providing opportunities for multicultural events that will highlight the area's cultural identity.

The Central Northeast Area Plan Update (2005): Over the past 10-15 years, the neighborhoods in the Central Northeast Area have witnessed some stabilization of adverse conditions that existed in the 1980s. However, the trends that have negatively affected the neighborhood continue to be manifest. These trends include depopulation, a reduction in the total number of households, an increase in vacancies, and a decrease in owner-occupied homes.

The Plan Update recognizes the need for the development of a small business incubator program to encourage new neighborhood-serving business to locate in the Central Northeast Area. Marketing potential business sites within the targeted areas in partnership with agencies and non-profit organizations will stimulate business growth and job creation.

Local businesses are encouraged to join the 21st Street Business Association to help promote business awareness and development. The Central Northeast Area Plan Update identifies the need for local businesses to work together to develop and promote a "Shop Local" campaign to raise awareness about the need to support area businesses.

Delano Neighborhood Revitalization Plan (2001): The Delano neighborhood is one of the oldest and most well established neighborhoods in the city of Wichita. Once known for its quality of life and thriving businesses, the area faced increasing pressure from outlying areas, changes in business and demographics in early 2000. Stores closed; others were replaced with "thrift" and discount stores. Declining home ownership and quality of housing combined with excessive industrial and commercial zoning, caused many resident to worry about the fate of the area.

In early 1999, the Delano Neighborhood Association, the Delano Business Association and the Delano Clergy Association developed a partnership -- referred to as the 3D – to focus on improving the neighborhood. The partnership set the following objectives:

- Introduce special zoning to preserve the character and charm of designated historic homes and other significant building in the area.
- Create a world-class multi-use neighborhood village, taking strategic advantage of proximity to Exploration Place, the Arkansas River, Downtown and the Museum District.
- Improve business opportunities along Douglas and Seneca by enhancing building storefronts/facades and completing all street improvements proposed for this area.
- Establish a business improvement district (BID) that will address beautification, landscaping and pedestrian amenities, services such as litter control or security, maintenance of sidewalks and other public areas, parking, planning and design, and promotions, events and activities.

Today the Delano Neighborhood is a regional destination with boutique stores and unique dining experiences. The once vacant storefronts have been revitalized through the development of larger sidewalks and pedestrian zones that allow shoppers to stroll through the shopping district. Traffic has been slowed through the reduction of four-lanes to two traffic lanes and ample angled parking.

Midtown Neighborhood Plan (2004): Historic Midtown is an established residential community with public gathering places and thriving businesses in the heart of Wichita. Many of the large Victorian houses and smaller frame bungalows in Historic Midtown have been restored. These houses are occupied by a variety of cultures and the designs and decorations speak to this diversity and eclectic flavor. Viable Asian and Hispanic food markets sit next to American-style commercial establishments and specialty shops.

Historic Midtown Association encourages neighborhood-serving businesses by conducting market feasibility studies and, if appropriate, preparing marketing plans. Plan strategies include:

- Promote mixed-use opportunities along 13th and Broadway by identifying areas suitable for mixed-use development.
- Encourage Midtown businesses to employ Midtown residents by raising awareness of the benefits of hiring locally, as well as of the skills-base and qualifications of workers.

- Involve businesses in decision-making process related to Capital Improvement Projects with the aim of minimizing disruption of business activities.
- Create and staff a business relocation and assistance task force, to assist companies wishing to consolidate and/or relocate from elsewhere in Wichita.
- Identify incentives, sites and other information while encouraging the neighborhood to maintain a strong neighborhood employment base.

South Central Neighborhood Plan (2006): For decades, the South Central Neighborhood was almost exclusively a residential neighborhood, with some small, predominately neighborhood-serving, businesses located primarily along major streets and a few industrial businesses located along rail lines. The residential areas were almost fully developed prior to World War II, while the remainder of the housing was constructed in the south end of the neighborhood during the post-World War II housing boom.

The South Central Steering Committee was formed to develop the plan. Through surveys and assessments the committee recognized that the neighborhood businesses lack variety. Used car lots, motels, and bars are common in the neighborhood. The neighborhood lacks local market-serving businesses, specialty shops, and medical and professional offices. Many businesses struggle to remain open and several properties are underutilized.

The committee has identified the following neighborhood goals:

- Improve the mixture of businesses in the neighborhood to provide convenient goods and services to residents, and job opportunities that will assist with improving the neighborhood's quality of life.
- Improve the buffer between businesses and residential areas to reduce nuisances that detract from quality of life.

The implementation plan focuses on new business development by strengthening the South Central Improvement Alliance to recruit new businesses and support the expansion of existing businesses. The Plan further prepares to utilize the existing community development corporation to promote business assistance programs that will attract new businesses.

Downtown Arena Neighborhood Redevelopment Plan (2007): The impending construction of a 15,000-seat sports and entertainment arena in an underutilized area of downtown Wichita is expected to serve as a catalyst for economic revitalization of the downtown area. To ensure that the economic development in this area has the best impact and meets community needs, the City of Wichita is sponsoring the development of a redevelopment plan that calls for various infrastructure improvements and amenities that will encourage a healthy mix of economic activities in the area, including mixed-income residential developments, offices, retail and entertainment establishments.

<u>Economic Development Partnerships</u>
The City of Wichita encourages the development of partnerships with economic development organizations and the neighborhood groups to accomplish economic development goals. Some of the community organizations include the following:

Wichita Chamber of Commerce
350 West Douglas
Wichita, KS 67202
Phone: (316) 265-7771
e-mail: mailto:info@wichitachamber.org

Greater Wichita Economic Development Coalition
350 W. Douglas
Wichita, KS 67202
Phone: 316.268.1133
FAX: 316.265.7502
e-mail: info@gwedc.org

Wichita Downtown Development Corporation
507 E. Douglas
Wichita, KS 67202
Phone: (316) 264-6005
FAX: (316) 264-0869
e-mail: ed@downtownwichita.org

South Central Kansas Economic Development District
150 N. Main
Suite 100
Wichita, Kansas 67202
Phone: (316) 262-7035
FAX: (316) 262-7062

Wichita State University Center for Economic Development and Research
1845 Fairmount
2nd Floor, Devlin Hall
Wichita, KS 67260-0121
Phone: (316) 978-3225
FAX: (316) 978-3950
e-mail: cedbr@wichita.edu

Kansas Department of Commerce
Kansas Department of Commerce, Topeka Office
1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354
Phone: (785) 296-3481
Fax: (785) 296-5055
Kansas Department of Commerce, Wichita Office
South Central Kansas Regional Business Development Office
150 N. Main
Suite 100
Wichita, Kansas 67202

Wichita State University Small Business Development Center
Metropolitan Complex
1845 Fairmount, Campus Box 148
Wichita, KS 67260-0148
Phone: (316) 978-6621
FAX: (316) 978-3647
e-mail: marcia.stevens@wichita.edu

XI. MEASURING IMPACT

Two major initiatives, Visioneering Wichita and Transforming Wichita (described in Chapter VII) initiated new methods of measuring community progress. The Visioneering Wichita process measures the impact through community benchmarks established during the creation of the document. The benchmarks measure various aspects of the quality of life in Wichita, from education to economic development.

The City's Transforming Wichita initiative developed, and the City Council adopted goals and indicators that provide measures for managing results. Listed on the next page are the adopted goals and selected performance measures/indicators that measure the City's impact the Neighborhood Revitalization Areas.

Goal	Definition	Indicators
	Core area and neighborhood entails supporting clean, safe, connected, and growing neighborhoods and supporting downtown as a place of commerce, recreation and living.	o Increase and sustain neighborhood vibrancy citywide o Increase sense of community, neighborhood involvement and satisfaction o Continued revitalization of the core area
	Economic Vitality and Affordable living address the economic condition of the City. These entail successful businesses, a large inventory of jobs, comparable wages, favorable economic atmosphere with affordability an access, etc.	o Improve availability, quality and diversity of jobs o Sustain affordable living o Partner with economic development and affordable living stakeholders
	Efficient Infrastructure involves the tangible assets of the City; including but not limited to: air, water, buildings, streets, bridges, highways, railroads, runways, parking lots, pedestrian systems, bikeways, open spaces, transit systems, utilities, etc.	o Maintain safe and dependable transportation systems o Provide reliable, compliant and secure utilities o Maintain and optimize public facilities and assets
	A high quality of life means a safe, vibrant, diverse community with affordable opportunities for it's citizens to pursue a healthy and prosperous lifestyle through quality jobs, education, recreation, entertainment, arts, and cultural experiences.	o Citizens are retained in the community o Citizens are satisfied with the quality of life o Citizens receive a positive return on all their quality of life investments
	The safe and secure Community Goal seeks to increase safety from crime, increase medical emergency safety, reduce the effects of fires and ensure citizens actual and perceived safety.	o Maintain and/or improve response times and the crime rate o Improve environmental health and community safety o Maintain and improve citizen perception of public safety

The following are the performance measures established for the City's CDBG, HOME, and economic development programs that impact the NRAs.

CDBG PERFORMANCE MEASURES

	Goal (Focus Area)	City-wide Indicator	Performance Measure Description	2008 Actual	2009 Actual	2010 Target	Bench-mark	Comments
Customer Service	Economic Vitality & Affordable Living	Sustain affordable living	# of low-income Households assisted through the Home Repair/Emergency Repair Program	125 Units	122 Units	130 Units	130 Units	This measure depicts the # of low-income households assisted per year under the Home Repair/Emergency Repair Program. Based on the City's initiative to provide assistance to low-income homeowners that are in the Environmental Courts, Neighborhood Improvement Services will make every effort to assist a minimum of 5 owner/occupant households that are in the court system and are approved to participate in the Code Diversion Program.
	Economic Vitality & Affordable Living	Sustain affordable living	# of Units of Output for the Home Repair/Paint program	99 Units	79 Units	80 Units	80 Units	This measure depicts the # of housing units that receive Home Repair/Paint program assistance each year. This program is an essential part of the Stop Blight initiative.
Customer Service	Core Area & Neighborhood	Increase and sustain neighborhood vibrancy citywide	# of Neighborhood Cleanups per year	17	11	15	15	This measure depicts the # of neighborhood cleanup events per year. Out of the total number of cleanups, 2 will be performed within the Beat 44 area to assist the Police Dept with their efforts to remove blighting influences from a high crime area.
Business Processes		Enhance Citizen Involvement	Neighborhood Cleanups # Volunteers	NA	655	500	500	This measure tracks the # of citizens involved in neighborhood cleanups. Through these cleanups citizens enhance the quality of life of the City and enhance citizen involvement.

	Goal (Focus Area)	City-wide Indicator	Performance Measure Description	2008 Actual	2009 Actual	2010 Target	Bench-mark	Comments
		Improve Financial Management	Home Improvement Loan Program # of loans leverages funds 1 to 5.	4	5	5	5	The Home Improvement Loan Program partners with Capitol Federal Bank to buy down interest rates on loans, for home rehab projects leveraging federal funds at a 1 to 5 ratio.
Employee Development		Increase Employee Knowledge, Skills and Abilities	Average number of training hours per employee per year.	10	16	24	24	More training increases the effectiveness and efficiency of employees by providing them with proper knowledge to accomplish assigned tasks and objectives.
	Economic Vitality Affordable Living	Improve availability, quality and diversity of jobs	Continue to fund the Summer Youth Employment Program – Encourage expansion of support	192	303	150	175	Provide CDBG funds to support the Summer Youth Employment Program for income-eligible City of Wichita youth, and encourage service providers to identify alternate sources of support to expand the service.
	Core Area & Neighborhood	Increase and sustain neighborhood vibrancy city-wide	Continue to fund Infrastructure, including park Improvements as directed by the City Council	18	12	14	*See Comments	*Benchmark data cannot be projected since the City Council makes decisions annually, as to the allocation of CDBG funds for infrastructure and park improvements to benefit low to moderate income-eligible areas.
	Safe & Secure Community	Maintain and/or Improve citizens' perception of safety	Continue to provide funding for Women's Services	1,564	1,414	1,400	1,400	Provide CDBG and ESG funds to support shelters for women and children who are experiencing domestic violence.

HOME Program

	Goal (Focus Area)	City-wide Indicator	Performance Measure Description	2008 Actual	2009 Actual	2010 Target	Bench-mark	Comments
Customer Service	Economic Vitality & Affordable Living	Sustain Affordable Living	Percentage of assisted homebuyers moving from tenant status to homeownership status.	100%	10)%	90%	90%	One goal of NRA programs is to increase homeownership among low-mod income families and to increase homeownership in the City's Targeted Areas.
	Economic Vitality & Affordable Living	Sustain Affordable Living	Dollar increase of assessed property value added to tax rolls as a result of HOME-funded housing development activities.	$3,256,600	$1,921,100	$1,380,000	$1,380,000	Increase in assessed value of property reflects increased property values in targeted areas, and potential for increased tax revenue. Measure is based on number of units forecasted to be constructed during the program year, through CHDO Set-Aside, Boarded-up HOME Program, and Housing Development Loan Program.
	Economic Vitality & Affordable Living	Sustain Affordable Living	Percentage of affordable housing opportunities provided to individuals/families with incomes below 60% of median	82.83%	84.03%	40%	40%	Although the HOME Program assists families and individuals with incomes up to 80% of median, this measure provides information regarding the number of families assisted that are at 60% or less of median income. Includes HOME-assisted rental units currently under affordability agreements.
	Core Area and Neighborhood		Number of housing development projects addressing dilapidated houses	5	1	4	4	Measure reflects HOME Program's ability to work with other City initiatives such as StopBlight, in an effort to remove/replace blighted housing.

HOME Program

	Goal (Focus Area)	City-wide Indicator	Performance Measure Description	2008 Actual	2009 Actual	2010 Target	Bench-mark	Comments
Customer Service	Economic Vitality & Affordable Living	Sustain Affordable Living	Income Certifications completed within 30 days of the date of receipt of the application.	100%	100%	90%	90%	Measure of efficiency and timeliness in the processing of applicant files for homebuyer assistance program.
Financial Management		Improve Financial Management	Private Sector Leveraging of HOME Program Resources (Dollars of private sector financing per dollar of HOME funds, related to homebuyer purchase transactions.	4.16:1	4.69:1	4:1	4:1	Measure reflects HOME Program's ability to leverage private sector investment, with respect to its homebuyer projects.

Economic Development Office

Goal (Focus Area)	City-wide Indicator	Performance Measure Description	2008 Actual	2009 Actual	2010 Actual	Bench-mark	Comments
Economic Vitality & Affordable Living	Partner with economic development and affordable living stakeholders	# of alliances developed and maintained with econ development orgs	7	7	7	7	Alliances include the following organizations/entities: GWEDC, REAP, Visioneering Wichita, KWTC, WTC, WDDC, and KEDA, member of intergovernmental TIF Review Team
Economic Vitality & Affordable Living	Improve availability, quality, and diversity of jobs	# of incentive projects processed	36	36	51	50	Neighborhood Revitalization Area Tax Rebates
Core Area and Neighborhoods	Revitalize Core Area	# of core/downtown projects facilitated	3	3	5	10	New projects facilitated in Old Town and downtown
Core Area and Neighborhoods	Increase and sustain neighborhood vibrancy citywide	# of neighborhood redevelopment projects underway	N/A	N/A	N/A	5	Implementation of existing neighborhood plans

The following indicators measure quality of life in the Neighborhood Revitalization Areas. Improvements to the NRAs will result in lower occurrences of these indicators.

Neighborhood Revitalization Area Indicators

Fires	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Structure Fires	595	216	36.3%
Structure Fires /1,000 Pop.	1.73	2.57	148.6%

Property Crime	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Property Crimes	65,081	25,965	39.9%
Property Crime /1,000 Pop.	189.03	308.79	163.4%

Personal Crime	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Personal Crimes	18,202	7,679	42.2%
Personal Crime /1,000 Pop.	52.87	91.32	172.7%

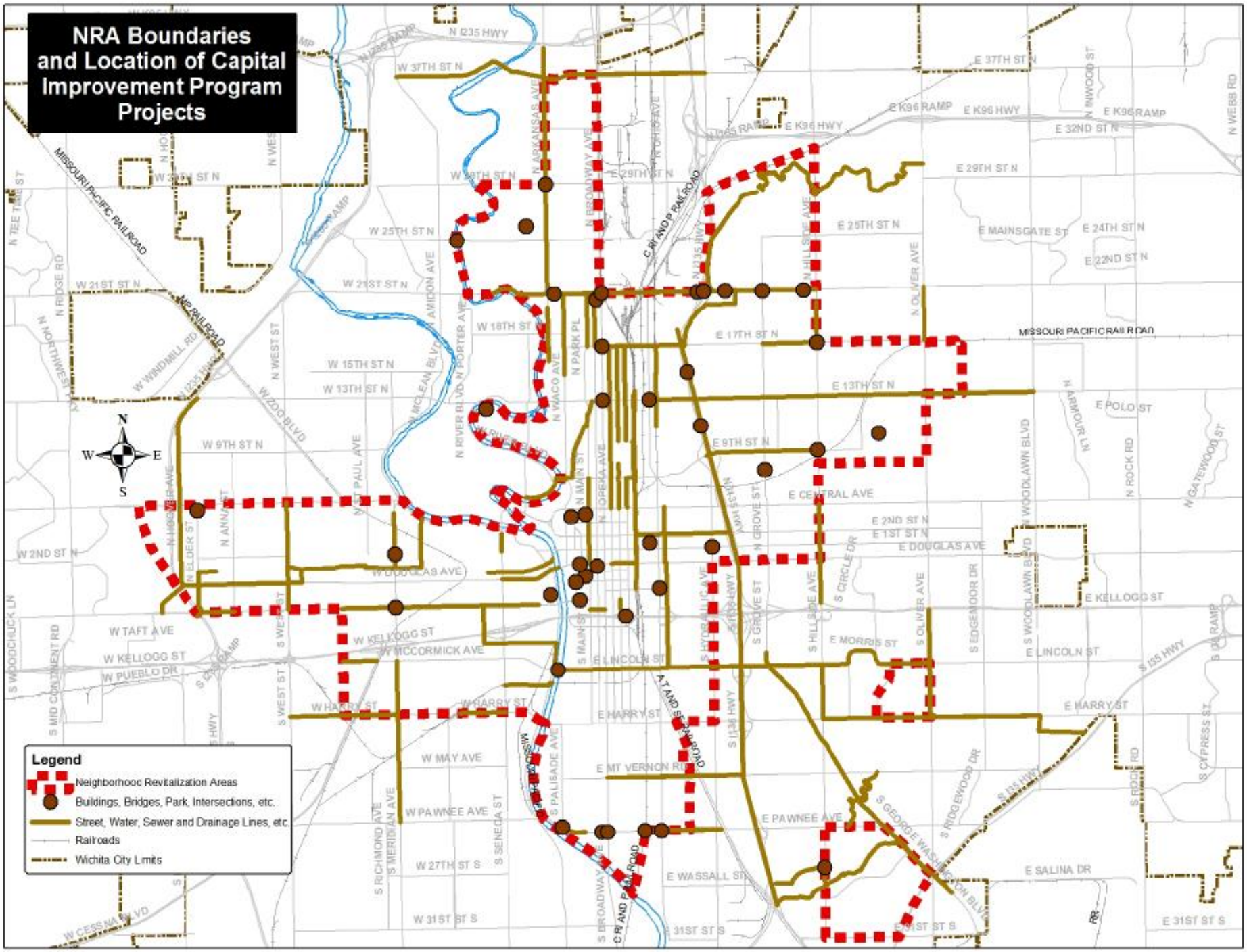
Environmental Cases	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Environmental Cases	2,029	1,022	50.4%
Environmental Cases /1,000 Pop.	5.89	12.15	206.2%

Dangerous Building Cases	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Dangerous Building Cases	179	148	82.7%
Dangerous Building Cases /1,000 Pop.	0.52	1.76	338.5%

Active Housing Cases	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Active Housing Cases	3,748	2,296	61.3%
Active Housing Cases /1,000 Pop.	10.89	27.31	250.8%

Condition of Dwelling Units	Wichita	NRAs	% NRA to Wichita
Total 2000 Population	344,284	84,086	24.4%
2006 Poor, Very Poor & Unsound Units	4,568	3,782	82.8%
Poor to Unsound Units /1,000 Pop.	13.27	44.98	339.0%

The map on the following page shows where City of Wichita Capital improvement Program projects are scheduled to take place over a ten-year period from 2005 through 2014 within the NRA's. The tables that follow the map are a detailed listing of those projects by project type for each of the NRA's. They give additional information regarding location, cost, and estimated completion date.


NRA Boundaries and Location of Capital Improvement Program Projects
Legend
Neighborhood Revitalization Areas
Buildings, Bridges, Park, Intersections, etc.
Street, Water, Sewer and Drainage Lines, etc.
Railroads
Wichita City Limits
N
S
E
W
MISSOURI PACIFIC RAILROAD
C RI AND P RAILROAD
W 37TH ST N
E 37TH ST N
E K96 HWY
E K96 RAMP
E 32ND ST N
E 29TH ST N
W 25TH ST N
E 25TH ST N
E MAINSGATE ST
E 24TH ST N
E 22ND ST N
W 21ST ST N
W 18TH ST
E 17TH ST N
W 15TH ST N
W 13TH ST N
E 13TH ST N
E POLO ST
W 9TH ST N
E 9TH ST N
E CENTRAL AVE
E 2ND ST N
E 1ST ST N
E DOUGLAS AVE
W 2ND ST N
W DOUGLAS AVE
E KELLOGG ST
W TAFT AVE
W KELLOGG ST
W PUEBLO DR
W MCCORMICK AVE
E LINCOLN ST
E MORRIS ST
W HARRY ST
E HARRY ST
W MAY AVE
E MT VERNON RD
W PAWNEE AVE
E PAWNEE AVE
W 27TH ST S
E WASSALL ST
E SALINA DR
W 31ST ST S
E 31ST ST S
N ARKANSAS AVE
N BROADWAY AVE
N HILLSIDE AVE
N OLIVER AVE
N WOODLAWN BLVD
N ARMOUR LN
N ROCK RD
N GATEWOOD ST
N WEST ST
N PAUL AVE
N MAIN ST
N OPERA AVE
N GROVE ST
S CIRCLE DR
S HILLSIDE AVE
S OLIVER AVE
S EDGEMOOR DR
S WOODLAWN BLVD
S MAIN ST
S PALISADE AVE
S BROADWAY AVE
S RIDGEWOOD DR
S GEORGE WASHINGTON BLVD
S RICHMOND AVE
S MERIDIAN AVE
S SENECA ST
S CYPRESS ST
S RIDGE RD
S I135 HWY
S I35 HWY
N I235 HWY
N I135 HWY
N I35 HWY
N WEBB RD
N TEE TIME ST
N RIDGE RD
N NORTHWEST TRY
W WINDMILL RD
W ZOO BLVD
N RIVER BLVD
N PORTER AVE
N WACO AVE
N PARK PL
S WOODCHUCK LN
S MID CONTINENT RD
W CESSNA BLVD

CORE AREA				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Arterial	9th, I-135 to Hillside	$4,000,000	2012	Reconstruct street/streetscape
Arterial	13th/Broadway	$2,435,000	2005	Intersection – left turn lane
Arterial	13th/Mosley	$1,700,000	2005	Intersection – left turn lane
Arterial	13th, I-135 to Hillside	$4,050,000	2012	Reconstruct/Widen
Arterial	17th, Broadway to I-135	$6,850,000	2008	Reconstruct/Widen
Arterial	17th/Hillside	$1,200,000	2006	Intersection – left turn lane
Arterial	21st, Broadway to I-135	$2,895,000	2011	Reconstruct/Widen
Arterial	Sidewalk/Wheelchair Ramp *	$5,000,000	Ongoing	Construct/Repair sidewalks & wheelchair ramps
Arterial	Dewey, Main to Broadway	$370,000	2005	Reconstruct street
Arterial	Emporia, Kellogg to Lewis	$600,000	2009	Resurface/Heavy Rehabilitation
Arterial	Harry/McLean	$990,000	2004	Intersection – left turn lane
Arterial	Harry, K-42 to Meridian *	$1,000,000	2006	Resurface/Heavy Rehabilitation
Arterial	Hillside, Kellogg to Central *	$4,550,000	2004	Reconstruct/Widen
Arterial	ITS Traffic Improvements	$4,505,000	2006	Traffic Signal upgrades
Arterial	Lincoln/McLean	$850,000	2004	Intersection – left turn lane
Arterial	Main, Douglas to Murdock	$2,300,000	2008	Two-way conversion
Arterial	McCormick, K-42 to Sheridan	$1,365,000	2006	Relocate/Construct
Arterial	Meridian, Orient to Kellogg	$4,650,000	2010	Reconstruct/Widen
Arterial	Mt. Vernon, Broadway to Ark River	$1,170,000	2008	Reconstruct/Drainage repair
Arterial	Mt. Vernon, Broadway to S.E. Blvd	$3,610,000	2009	Reconstruct/Widen
Arterial	Street Rehabilitation *	$4,600,000	Ongoing	Street Repairs
Arterial	Traffic Signalization *	$3,250,000	Ongoing	Install/Upgrade Traffic Signals
Arterial	West, Maple to Central	$3,570,000	2007	Reconstruct/Drainage repair
Arterial	Neighborhood Improvements *	$125,500,000	Ongoing	Infrastructure improvements
Bridges	11th @ Drainage Canal	$650,000	2005	Rehabilitate Bridge
Bridges	13th @ Little Arkansas River	$2,625,000	2009	Rehabilitate/Reconstruct Bridge
Bridges	15th @ Drainage Canal	$1,145,000	2006	Rehabilitate Bridge
Bridges	21st @ Little Arkansas River	$640,000	2008	Rehabilitate Bridge
Bridges	21st @ St Francis	$675,000	2004	Rehabilitate Bridge

CORE AREA				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Bridges	25th @ Little Arkansas River	$300,000	2006	Rehabilitate Bridge
Bridges	29th @ West Drain	$760,000	2008	Replace Bridge
Bridges	Bridge Inspections *	$200,000	Ongoing	Inspections
Bridges	Bridge Rehabilitation/Repair	$2,900,000	Ongoing	Reconstruction/Rehabilitation
Bridges	Broadway @ E. Fork Chisholm	$1,165,000	2011	Replace Bridge
Bridges	Grove @ Frisco Ditch	$870,000	2008	Replace Bridge
Bridges	Lincoln @ Arkansas River	$500,000	2007	Rehabilitate Bridge
Bridges	Murdock @ Little Arkansas River	$1,050,000	2004	Rehabilitate Bridge
Storm Water	1st N/2nd N West Outfall	$9,000,000	2005	Construct new storm sewer
Storm Water	Murdock, Wabash-Wichita Drain Canal	$950,000	2004	Construct new storm sewer
Storm Water	Wichita Drainage Canal *	$1,000,000	2010	Concrete repair
Storm Water	Kellogg, Mt. Carmel to Knight	$560,000	2010	Enlarge existing storm sewer
Storm Water	Seneca at 2nd N & 3rd N	$770,000	2009	Enlarge existing storm sewer
Storm Water	1st N/2nd N East Outfall	$6,525,000	2010	Design new drainage outlet
Storm Water	Mt Vernon, Broadway to Ark River	$110,000	2007	Drainage/Paving
Storm Water	Sheridan @ 2nd N	$310,000	2005	Install new storm sewer
Storm Water	West, Maple to Central	$250,000	2006	Drainage/Paving
Park	Athletic Courts *	$2,040,000	Ongoing	Remove, repair or construct
Park	Athletic Field Master Plan *	$30,000	2005	Assess current Athletic Field resources
Park	Bike Path, Central/Waco to 15th/Bdwy	$780,000	2005	Design/Construct Bike Path
Park	Bikeway System *	$1,200,000	Ongoing	Repair/Replacement
Park	Enhancement Projects *	$10,400,000	Ongoing	Bike/Walking/Jogging Paths
Park	Fairmount Park	$400,000	2004	Renovation
Park	Finlay Ross Park	$300,000	2009	Renovation
Park	Grove Park	$300,000	2009	Continued Renovations
Park	Heritage Square Park	$150,000	2009	Site amenities and landscape
Park	Land Acquisition/Development *	$3,350,000	Ongoing	Land acquisition and site development
Park	Naftzger Park	$200,000	2009	Landscape improvements
Park	Park Facilities Renovation *	$4,500,000	Ongoing	Renovation and development

CORE AREA				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Park	Park Lighting *	$1,000,000	Ongoing	Outdoor lights
Park	Parking Lots/Entries *	$4,750,000	Ongoing	Development and Renovation
Park	Playground Rehabilitation *	$750,000	Ongoing	Rehabilitation
Park	Rec Center HVAC Replacement *	$135,000	2005	Replace heating/cooling/ventilating systems
Park	Regional Park Development *	$7,650,000	Ongoing	Study for additional parks
Park	Sidewalks, Paths, Decks & Pads *	$400,000	Ongoing	Infrastructure construction/repair
Park	Skate Park	$350,000	2004	Construct
Park	Swimming Pool Refurbishment *	$1,220,000	Ongoing	Rehabilitate and Repair
Park	West Douglas Park	$450,000	2007	Renovation and Development
Public Facilities	Branch Library Parking Lots *	$150,000	2009	Replace parking surfaces
Public Facilities	City Hall Building Control System	125,000	2012	Replace building control system
Public Facilities	City Hall Campus/Security Mods	$100,000	2005	Modifications to interior and plaza
Public Facilities	City Hall Garage Repairs	$500,000	2012	Required maintenance
Public Facilities	City Hall Parking Lot Repaving	$150,000	2010	Repaving
Public Facilities	City Hall Roof Replacement	$150,000	2006	South wing roof replacement
Public Facilities	CII Kennedy Plaza Renovation	$300,000	2009	Repair pavement
Public Facilities	CII Phase II Renovations	$1,250,000	2010	Upgrade facility
Public Facilities	CII Stage Equipment	$805,000	2010	Replace stage equipment
Public Facilities	Convention Hall Loge Bleacher Seating	$1,500,000	2004	Replace bleacher seating system
Public Facilities	Expo Hall Central Plant Study	$15,000	2004	Energy Management study
Public Facilities	Expo Hall HVAC R&R	$480,000	Ongoing	Replace heating/cooling/ventilating system
Public Facilities	Lawrence Dumont Stadium	$775,000	2010	Repair/Replace playing surfaces
Public Facilities	National Guard Center	2,720,000	2005	Homeland Defense
Public Facilities	Property & Evidence Facility	$675,000	2004	Relocation of facility
Public Facilities	State Office Building	$200,000	2004	Building and Garage Roof
Public Facilities	State Office Building	$200,000	2004	Tuck Point & Wet Seal
Public Facilities	City Facilities ADA Compliance *	$1,500,000	Ongoing	ADA Compliance
Public Facilities	Library ADA improvements *	$100,000	2005	ADA Compliance
Core Area	Downtown Parking Improvements	$3,000,000	2006	Off-street and Structured parking

CORE AREA				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Core Area	River Corridor Improvements	$11,749,000	2006	Waterwalk
Sewer	Mains for Future Development *	$20,000,000	Ongoing	Future development and annexation
Sewer	Nutrient Removal *	$7,075,000	2012	Nutrient removal from waste water
Sewer	Plant Siting Studies/Land Acquisition *	$1,000,000	2004	Locations for future facilities
Sewer	Replace/Rehab Plant Equipment *	$250,000	2004	Replacement of equipment
Sewer	Security Enhancements	$300,000	2004	Hardening security of the facilities
Sewer	Sewer Master Plan *	$1,000,000	2010	Evaluation of existing facilities
Sewer	Riverside Sewer Rehabilitation	$250,000	2004	Rehabilitation of sewer lines
Water	Arkansas, 16th N to 20th N	$460,000	2005	Replace water main
Water	Arkansas, 29th N to 37th N	$930,000	2006	Replace water main
Water	Harry, Seneca to Orient	$200,000	2006	Install 12” water main
Water	West, Maple to Zoo	$230,000	2006	Replace water main
Water	Automated Meter Reading *	$2,000,000	2007	Technical improvements
Water	Mains for Future Development *	$30,000,000	Ongoing	Infrastructure
Water	Mains for Replacement & Relocation *	$35,000,000	Ongoing	Replace/Relocate mains
Water	Operating System Replacement *	$500,000	2004	Water production
Water	Security Enhancements *	$8,500,000	2006	Hardening security of the facilities
Water	Taste & Odor Control *	$7,500,000	2004	Ozone treatment
Water	Treatment Residual Relocation *	$1,000,000	2004	Basin improvements
Water	Water Master Plan *	$1,000,000	2013	Updated every 5 years
Water	Water Supply Plan *	$96,820,000	2011	Ensure water supply

* The total amount listed is the project total and must be expended for the City as a whole. Only a portion of the total would be utilized in the NRAs but determining a specific amount is not possible at this time.

HILLTOP				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Arterial	Lincoln, Hillside to Oliver	$1,200,000	2009	
Arterial	ITS Traffic Improvements	$4,505,000	2006	Traffic Signal system upgrade
Arterial	Oliver, Harry to Kellogg *	$3,675,000	2007	Recontruct/Widen
Arterial	Street Rehabilitation *	$4,600,000	Ongoing	Street Repair
Arterial	Sidewalk/Wheelchair Ramps *	$5,000,000	Ongoing	Construct/Repair sidewalks & wheelchair ramps
Arterial	Traffic Signalization *	$3,250,000	Ongoing	Install/Upgrade traffic signals
Arterial	Neighborhood Improvements *	$125,500,000	Ongoing	Infrastructure improvements
Bridges	Bridge Inspections *	$200,000	Ongoing	Inspections
Bridges	Bridge Rehabilitation/Repair *	$2,900,000	Ongoing	Reconstruction/Rehabilitation
Park	Park Lighting *	$1,000,000	Ongoing	Outdoor Lights
Park	Parking Lots/Entries *	$4,750,000	Ongoing	Development and Renovation
Park	Playground Rehabilitation *	$750,000	Ongoing	Rehabilitation
Park	Rec Center HVAC Replacement *	$135,000	2005	Replace heating/cooling/ventilating systems
Park	Regional Park Development *	$7,650,000	Ongoing	Study for additional parks
Park	Sidewalks, Paths, Decks & Pads *	$400,000	Ongoing	Infrastructure construction/repair
Park	Bikeway System *	$1,200,000	Ongoing	Repair/Replacement of bike paths
Park	Enhancement Projects *	$10,400,000	Ongoing	Bike/Walking/Jogging paths
Park	Athletic Courts *	$2,040,000	Ongoing	Remove, Repair or Construct
Park	Athletic Field Master Plan *	$30,000	2005	Assess current Athletic Field resources
Park	Land Acquisition/Development *	$3,350,000	Ongoing	Land acquisition/Site development
Park	Park Facilities Renovation *	$4,500,000	Ongoing	Renovation and Development
Public Facilities	City Facilities ADA Compliance *	$1,500,000	Ongoing	ADA Compliance
Public Facilities	Library ADA improvements *	$100,000	2005	ADA Compliance
Sewer	Mains for Future Development *	$20,000,000	Ongoing	Infrastructure
Sewer	Nutrient Removal *	$7,075,000	2012	Nutrient removal from waste water
Sewer	Plant Siting Studies/Land Acquisition *	$1,000,000	2004	Location for future facilities
Sewer	Replace/Rehab Plant Equipment *	$250,000	2004	Replacement of equipment
Sewer	Security Enhancements *	$300,000	2004	Hardening security of facilities

HILLTOP				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Sewer	Sewer Master Plan *	$1,000,000	2010	Evaluation of existing facilities
Sewer	Hilltop Sewer Reconstructions	$1,000,000	2005	Reconstruct Sewer
Water	Automated Meter Reading *	$2,000,000	2007	Technical improvements
Water	Mains for Future Development *	$30,000,000	Ongoing	Future development and annexation
Water	Mains for Replacement & Relocation *	$35,000,000	Ongoing	Replace/Relocate mains
Water	Operating System Replacement *	$500,000	2004	Water production
Water	Security Enhancements *	$8,500,000	2006	Hardening security of facilities
Water	Taste & Odor Control *	$7,500,000	2004	Ozone treatment
Water	Treatment Residual Relocation *	$1,000,000	2004	Basin Improvements
Water	Water Master Plan *	$1,000,000	2013	Updated every 5 years
Water	Water Supply Plan *	$96,820,000	2011	Ensure water supply

* The total amount listed is the project total and must be expended for the City as a whole. Only a portion of the total would be utilized in the NRAs but determining a specific amount is not possible at this time.

PLANEVIEW				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Arterial	Street Rehabilitation *	$4,600,000	Ongoing	Street Repairs
Arterial	ITS Traffic Improvements *	$4,505,000	2006	Traffic signal upgrades
Arterial	Sidewalk/Wheelchair Ramps *	$5,000,000	Ongoing	Construct/Repair sidewalks & wheelchair ramps
Arterial	Traffic Signalization *	$3,250,000	Ongoing	Install/Upgrade traffic signals
Arterial	Neighborhood Improvements *	$125,500,000	Ongoing	Infrastructure improvements
Bridges	Bridge Inspections *	$200,000	Ongoing	Inspections
Bridges	Bridge Rehabilitation/Repair *	$2,900,000	Ongoing	Reconstruction/Rehabilitation
Park	Park Lighting *	$1,000,000	Ongoing	Outdoor lighting
Park	Parking Lots/Entries *	$4,750,000	Ongoing	Development and Renovation
Park	Playground Rehabilitation *	$750,000	Ongoing	Rehabilitation
Park	Rec Center HVAC Replacement *	$135,000	2005	Replace heating/cooling/ventilation system
Park	Regional Park Development *	$7,650,000	Ongoing	Study for additional parks
Park	Sidewalks, Paths, Decks & Pads *	$400,000	Ongoing	Infrastructure construction/repair
Park	Bikeway System *	$1,200,000	Ongoing	Repair/Replacement of bike paths
Park	Enhancement Projects *	$10,400,000	Ongoing	Bike/Walking/Jogging paths
Park	Athletic Courts *	$2,040,000	Ongoing	Remove, Repair or construct
Park	Athletic Field Master Plan *	$30,000	2005	Assess current Athletic Field resources
Park	Land Acquisition/Development *	$3,350,000	Ongoing	Land acquisition/Site development
Park	Park Facilities Renovation *	$4,500,000	Ongoing	Renovation and Development
Park	Bike Path, I-135 to Gypsum Creek	$1,040,000	2005	Linking existing bike systems
Park	Planeview Park	$500,000	2005	Renovation
Public Facilities	City Facilities ADA Compliance *	$1,500,000	Ongoing	ADA Compliance
Public Facilities	Library ADA improvements *	$100,000	2005	ADA Compliance
Sewer	Mains for Future Development *	$20,000,000	Ongoing	Future developments and annexation
Sewer	Nutrient Removal *	$7,075,000	2012	Nutrient removal from waste water
Sewer	Plant Siting Studies/Land Acquisition *	$1,000,000	2004	Locations for future facilities
Sewer	Replace/Rehab Plant Equipment *	$250,000	2004	Replacement of equipment
Sewer	Security Enhancements	$300,000	2004	Hardening security of facilities

PLANEVIEW				
PROJECT TYPE	PROJECT TITLE	PROJECT AMOUNT	COMPLETION YEAR	PROJECT DESCRIPTION
Sewer	Sewer Master Plan *	$1,000,000	2010	Evaluation of existing facilities
Sewer	Planeview Sewer Reconstructions	$4,000,000	2012	Reconstruct sewer
Water	Oliver, Pawnee to Geo. Wash. Blvd	$370,000	2004	Install 16” water main
Water	Planeview Consumer Line Improvements	$400,000	2007	Replace deteriorated water mains
Water	Automated Meter Reading *	$2,000,000	2007	Technology improvements
Water	Mains for Future Development *	$30,000,000	Ongoing	Future developments and annexation
Water	Mains for Replacement & Relocation *	$35,000,000	Ongoing	Replace/Relocate mains
Water	Operating System Replacement *	$500,000	2004	Water production
Water	Security Enhancements *	$8,500,000	2006	Hardening security of facilities
Water	Taste & Odor Control *	$7,500,000	2004	Ozone treatment
Water	Treatment Residual Relocation *	$1,000,000	2004	Basin improvements
Water	Water Master Plan *	$1,000,000	2013	Updated every 5 years
Water	Water Supply Plan *	$96,820,000	2011	Ensure water supply

* The total amount listed is the project total and must be expended for the City as a whole. Only a portion of the total would be utilized in the NRAs but determining a specific amount is not possible at this time.

XII. TAX REBATE PROGRAM

Eligibility Requirements for a Tax rebate (generally)

Tax rebates will be provided in the designated Neighborhood Revitalization Areas (See Appendix 1) subject to all Criteria for Determination of Eligibility (See Chapter IX) being met and a complete tax rebate application being filed (See Chapter X). The tax rebates generally apply to rehabilitation, additions or new construction subject to the Criteria of Determination of Eligibility. A summary of the tax rebates by property types are listed in the following table:

Property Type	**Percent of Rebate (of incremental taxes)**	**Length of Rebate (from first rebate payment)**	**Maximum Building Permit Value**
Single Family Residential (New and Rehab)	95%	Five Years	No Limit
Multi-Family (New and Rehab)	75%	Five Years	$500,000
Commercial and Industrial (New and Rehab)	75%	Five Years	$250,000
Historic Properties** (New and Rehab)	95%	Five Years	No Limit

** For any historic property listed on the national, state or local historic register or located within a local designated historic district.

XIII. CRITERIA FOR DETERMINATION OF ELIGIBILITY

- Construction of an improvement must have begun on or after the date of the designation of the Neighborhood Revitalization Area and be located within the Neighborhood Revitalization Area.

- AN APPLICATION FOR A TAX REBATE **MUST** BE FILED WITHIN ONE HUNDRED EIGHTY (180) DAYS OF ISSUANCE OF A BUILDING PERMIT, UNLESS OTHERWISE APPROVED BY THE CITY OF WICHITA ECONOMIC DEVELOPMENT OFFICE AND SEDGWICK COUNTY APPRAISER'S OFFICE.

- The MINIMUM investment is $10,000 for residential property, as determined by the building permit value. The MAXIMUM rebate is 95% of incremental taxes for single family.

- The minimum investment is $10,000 for non-residential property and Multi-Family, as determined by the building permit value. The maximum rebate is 75% of incremental taxes up to the maximum building permit value of $500,000 for Multi-Family and $250,000 for commercial/industrial.

- Properties listed on the national, Kansas or local historical register or located within a designated historic district are eligible for a rebate of 95% of incremental taxes.

- The improvements must conform to the City of Wichita's Comprehensive Land Use and Zoning Ordinance in effect at the time the improvements are made.

- The new, as well as existing improvements on the property must conform to all applicable codes, rules, laws, ordinances and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

- Any property that is delinquent in any tax payment or special assessment shall be permanently remove from the tax rebate program and shall not be eligible for any past or future rebate.

- Tax rebates for multi-year projects shall be one-time rebates unless the applicant secures prior written approval of a phased plan, unless otherwise approved by the City of Wichita Economic Department Office and Sedgwick County Appraiser's Office.

- The following improvements are **NOT** eligible for a tax rebate:

  - Surface parking lots except as an accessory to a contiguous improvement
  - Multi-family housing except as defined herein below
  - Railroads and utilities
  - Swimming pools, gazebos, new unattached garages and workshops. Rehabilitation of existing unattached garages (including accessory apartments) are eligible for rebates.
  - Mini warehouses
  - All property within a Tax Increment Financing District (except environmental)

- Conversion of single family to multi-family housing units
- Mobile homes
- Any property located outside of USD #259
- Any property which has or will receive IRB financing and/or a tax abatement

Multi-Family Housing

The maximum rebate is 75% of incremental taxes for new multi-family construction and multi-family rehabilitation (excludes conversion of single family to multi-family units) up to $500,000 maximum building permit value.

Commercial/Industrial

Eligibility for commercial and industrial improvements is capped at a maximum of $250,000 based on the value of the building permit. The maximum rebate is 75% of incremental taxes.

Case-by-Case Exceptions

The City Council has the option for a case-by-case review of individual blighted properties located outside of the Neighborhood Revitalization Area. The City Council also has the option to adjust rebates for individual properties on a case-by-case basis. All case-by-case reviews are at the applicant's cost and require:

- Application Fee
- Tax Rebate Application
- A finding of Dilapidation
- A Cost/Benefit Analysis (Required for Multi-Family and Commercial/Industrial)
- Leal Description of Property
- Separate Assessed Value of Land and Buildings
- Owner of Record of the Structure

The Economic Development Administrator shall review all applications that fall under the case-by-case exception status. The Economic Development Administrator shall make a recommendation to the City Manager for supporting or denying the application. If the application meets qualifying criteria and approved by the City Manager the application will be presented to the City Council for final approval to receive benefits from the tax rebate program and other programs under this case-by-case exception provision.

XIV. TAX REBATE APPLICATION

Application for tax rebates should include the following information and be submitted on the following forms:

APPLICATION FOR TAX REBATE UNDER THE CITY OF WICHITA
NEIGHBORHOOD REVITALIZATION PROGRAM
7-1-04
(Please Print or Type)

PART 1

OWNER'S NAME _____ DAYTIME PHONE NO. _____
OWNER'S MAILING ADDRESS _____ ZIP CODE _____
PROPERTY ADDRESS _____ ZIP CODE _____
SCHOOL DIST. NO. _____
PARCEL IDENTIFICATION NUMBER _____
(Take Parcel ID number and legal description from your tax statement or call the County Clerk's Office)

LEGAL DESCRIPTION _____

_____
(Use additional sheets if necessary)

PROPERTY USE (Check two) [ ] Residential [ ] Non-Residential
[ ] Rental [ ] Owner-Occupied

IS PROPERTY LISTED ON HISTORICAL REGISTER OR IN A HISTORIC DISTRICT? [ ] No [ ] Yes If Yes, Attach Proof

PROPOSED IMPROVEMENTS
(BE SPECIFIC AND USE ADDITIONAL SHEETS IF NECESSARY)

IMPROVEMENTS	BUILDING PERMIT VALUE
	$
	$

TOTAL BUILDING PERMIT VALUE $_____
PROJECTED DATE OF COMPLETION _____ [ ] Actual [ ] Estimated
LIST BUILDINGS TO BE DEMOLISHED _____

_____
IF DEMOLISHING A RESIDENTIAL STRUCTURE, COMPLETE THE FOLLOWING: NUMBER OF DWELLING UNITS _____ (List tenants occupying the building when purchased, if known or present tenants)

TENANT	DATE OF OCCUPANCY

CONSTRUCTION TO BEGIN ON 200 BUILDING PERMIT NO.
WRECKING PERMIT NO./BUILDING PERMIT NO. (Attach Copy) _____

BY _____ DATE _____
(Applicant's Signature)

FOR ECONOMIC DEVELOPMENT OFFICE USE ONLY

As of _____ 200 _____ The assessed valuation is:

Land $ _____
Improvements $ _____
Total $ _____

As of _____ 200 _____ The property taxes are:

[ ] CURRENT [ ] NON CURRENT

Based upon the above listed improvements and associated costs supplied by the applicant, the improvements
[ ] MAY [ ] MAY NOT meet the percentage tests for a tax rebate.

By _____ Date _____

PART 2

STATUS OF CONSTRUCTION COMPLETION

As of _____ 200____ the construction improvement is complete.

BY _____ DATE _____

FOR COUNTY APPRAISER'S USE ONLY

THE ABOVE IMPROVEMENTS ASSESSED VALUE IS:

	PRIOR TO IMPROVEMENT	AFTER IMPROVEMENT	AMOUNT SUBJECT TO REBATE
Land	$ _____	$ _____	$ _____
Improvements	$ _____	$ _____	$ _____
Total	$ _____	$ _____	$ _____

By _____ Date _____
(Sedgwick County Appraiser's Office)

FOR COUNTY TREASURER'S OFFICE ONLY

AS OF _____ 2000 ___ TAXES ON THIS PARCEL ARE [ ] ARE NOT [ ] CURRENT.

By _____ Date _____
(Sedgwick County Treasurer's Office)

FOR CITY ECONOMIC DEVELOPMENT OFFICE USE ONLY

THE ABOVE APPLICANT [ ] **IS** [ ]**IS NOT** IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF WICHITA NEIGHBORHOOD REVITALIZATION PROGRAM.
REASON APPLICANT IS NOT IN CONFORMANCE _____

Economic Development office By _____ Date _____ 2000___

XV. APPLICATION PROCEDURE

Overview of Process

The City will offer and advertise the availability of the tax rebate program periodically throughout the year. Persons or businesses planning improvement projects may submit an application to the Economic Development Office, at any time for a predetermination of eligibility. The improvement plan will stipulate the type of improvement to be made, renderings, a timetable for completion and any supporting documents appropriate for the type of application. Prior to beginning the project, the owner shall apply for a building permit and attach a copy to the application. The application and building permit must be submitted to the Economic Development Office within one hundred eighty days from the issuance of the building permit. At completion of the project, the owner shall request a reappraisal by the County Appraiser, which will determine the property value and shall be used to calculate the tax value increment added by the improvements. At the customary time, the County Treasurer shall mail tax statements based on the new appraised value. Only the increase in taxes will be rebated less any applicable administrative fees. Following full payment of taxes by the taxpayer, rebates will be issued within thirty days after the next date for distribution of taxes to the participating taxing units, as specified in K.S.A. 12-1678 and amendments thereto. Only projects that have been determined to be eligible, shall receive a rebate. Tax rebates shall be made only from taxes based on the incremental assessed value of the improvement. Following the full payment of taxes, whether paid at the first half deadline or at the second half deadline, and the receipt of necessary funds from other taxing jurisdictions participating in the rebate program, the City of Wichita through the Neighborhood Revitalization Fund, shall rebate taxes to the taxpayers as provided herein.

How To/Where To

This program is scheduled to begin receiving applications on and after its adoption by the governing body of the City of Wichita and the execution of Interlocal Agreements with Sedgwick County and the Board of Education of Unified School District #259. Thereafter, the City will process applications as they are submitted with no monthly or quarterly deadlines. Applications will be available in the Economic Development Office, 12th Floor, City Hall, 455 North Main.

Questions about the program should be directed to the Economic Development Office, at 268-4524.

TAX REBATE APPLICATION PROCEDURE

1. A building permit must be obtained in order to be eligible for the tax rebate program.

2. The applicant shall obtain an Application for Tax Rebate from the Economic Development Office, 12th Floor, City Hall, 455 North Main, Monday through Friday (except holidays) from 8:00 a.m. to 5:00 p.m.

3. The applicant shall complete and sign Part I of the application and file the original with the Economic Development Office, within one hundred eighty (180) days of issuance of the building permit. A valid copy of the building permit must be attached to the application.

4. The Economic Development Office shall determine if the taxes and special assessments are current.

5. The applicant shall certify that the improvement project is complete by returning to the Economic Development Office, to complete and sign Part 2 of the application. The Economic Development Office shall then file the application with the Sedgwick County Appraiser's Office. In order for the applicant to receive a rebate the current year, the application should be completed no later than December 1 of the prior year.

6. The Appraiser's Office shall conduct an on-site inspection of the construction rehabilitation project and determine the base value and new valuation of the real estate.

7. Upon payment of the real estate tax for the subject property for the initial and each succeeding tax year extending through the specified rebate period, a tax rebate shall be made to the applicant less applicable administrative fees as specified in the Inter-local Agreements. The tax rebate shall be made within thirty- (30) days following the receipt of funds from the participating taxing units. The tax rebate shall be made by the City of Wichita through the Neighborhood Revitalization Fund established in conjunction with the City of Wichita and other taxing units participating in the Inter-local Agreement.

XVI. AMOUNT OF REBATE AND MAXIMUM TERM

Tax rebates will be provided in the designated Neighborhood Revitalization Areas (See Appendix 1) subject to all Criteria for Determination of Eligibility (See Chapter XIII) being met and a complete tax rebate application being filed (See Chapter XIV). The tax rebates generally apply to rehabilitation, additions or new construction, subject to the Criteria of Determination of Eligibility. A summary of the tax rebates by property types are listed in the following table:

Property Type	**Percent of Rebate (of incremental taxes)**	**Length of Rebate (from first rebate payment)**	**Maximum Building Permit Value**
Single Family Residential (New and Rehab)	95%	Five Years	No Limit
Multi-Family (New and Rehab)	75%	Five Years	$500,000
Commercial and Industrial (New and Rehab)	75%	Five Years	$250,000
Historic Properties** (New and Rehab)	95%	Five Years	No Limit

** For any historic property listed on the national, state or local historic register or located within a local designated historic district.

The Neighborhood Revitalization Program will be in effect from July 1, 2008 through June 30, 2013. The City Council reserves the right to make such adjustments or amendments as it deems necessary regarding the operation of the program during this time period. The Neighborhood Revitalization Plan will be developed based on current Census and community data with the creation of each new Consolidated Plan.

XVII. NEIGHBORHOOD REVITALIZATION FUND

The governing body of the City of Wichita hereby authorizes the establishment of a Neighborhood Revitalization Fund in accordance with the provisions of K.S.A. 12-17,118. "The Neighborhood Revitalization Fund is to finance the redevelopment or designated revitalization areas and dilapidated structures and to provide rebates authorized by this section. Moneys may be budgeted and transferred to such fund from any source which may be lawfully utilized for such purposes."

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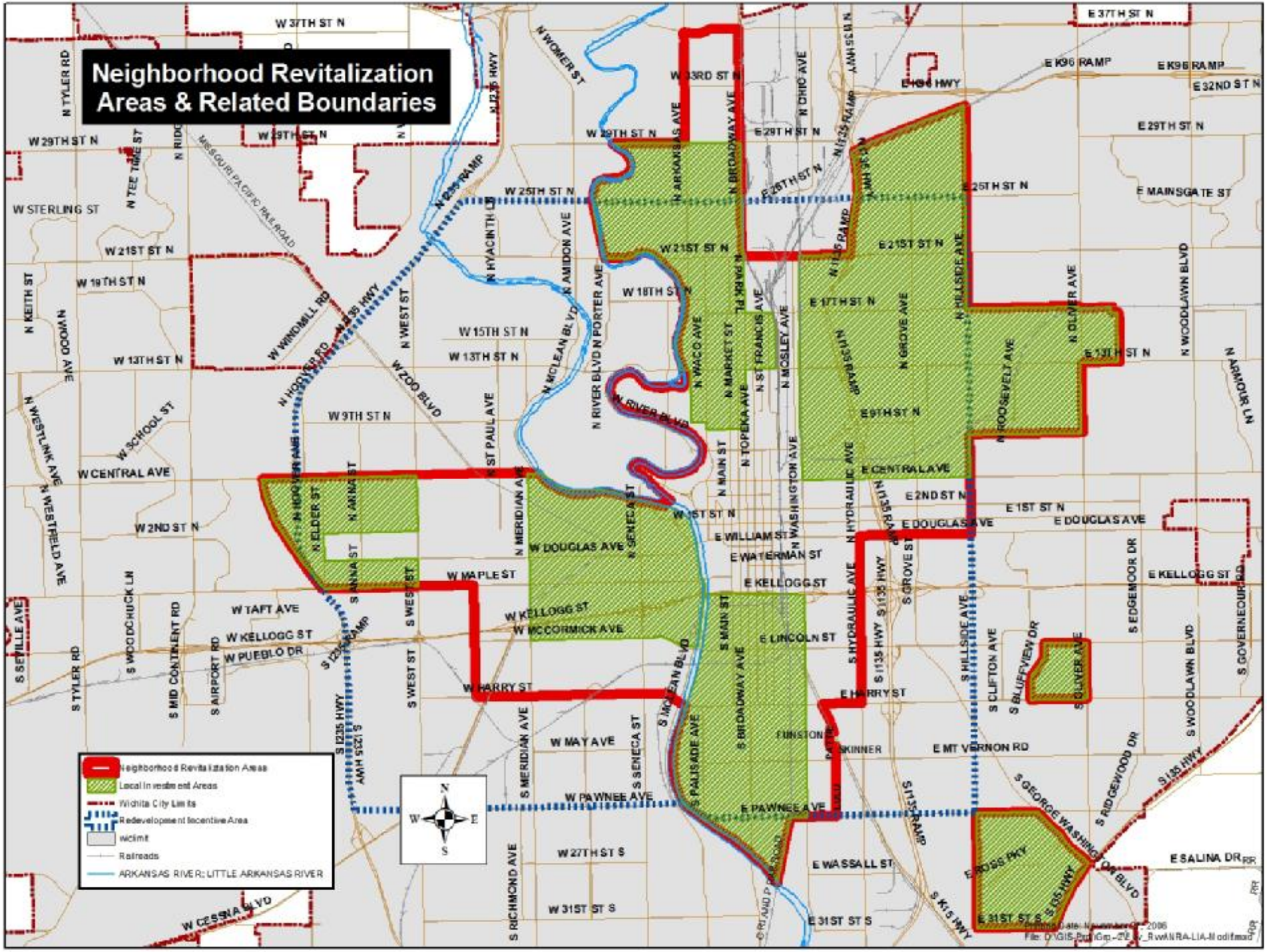
APPENDIX 1

NEIGHBORHOOD REVITALIZATION AREAS


Neighborhood Revitalization Areas & Related Boundaries
Neighborhood Revitalization Areas
Local Investment Areas
Wichita City Limits
Redevelopment Incentive Area
wclimit
Railroads
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W MAPLE ST
E WILLIAM ST
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W MCCORMICK AVE
E LINCOLN ST
W HARRY ST
E HARRY ST
W MAY AVE
E MT VERNON RD
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E PAWNEE AVE
W 27TH ST S
E WASSALL ST
W 31ST ST S
E 31ST ST S
E SALINA DR
W STERLING ST
W CESSNA BLVD
E MAINSGATE ST
E 32ND ST N
E K96 RAMP
E K96 HWY
N TYLER RD
N TEE TIME ST
N KEITH ST
N WOOD AVE
N WESTLINK AVE
N WESTFIELD AVE
W SCHOOL ST
N HOOVER RD
W WINDMILL RD
W ZOO BLVD
N WEST ST
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N MCLEAN BLVD
N PORTER AVE
N RIVER BLVD
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N OHIO AVE
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N WACO AVE
N MARKET ST
N PARK PL
N ST FRANCIS AVE
N MOSLEY AVE
N GROVE AVE
N HILLSIDE AVE
N OLIVER AVE
N WOODLAWN BLVD
N ROOSEVELT AVE
N ARMOUR LN
N ST PAUL AVE
N MERIDIAN AVE
N SENECA ST
N MAIN ST
N TOPEKA AVE
N WASHINGTON AVE
N HYDRAULIC AVE
N ELDER ST
N ANNA ST
S ANNA ST
S WEST ST
S I235 RAMP
S I235 HWY
S I135 HWY
S I135 RAMP
S GROVE ST
S HILLSIDE AVE
S CLIFTON AVE
S BLUFFVIEW DR
S OLIVER AVE
S EDGEMOOR DR
S WOODLAWN BLVD
S GOVERNEOUR RD
S SEVILLE AVE
S TYLER RD
S WOODCHUCK LN
S MID CONTINENT RD
S AIRPORT RD
S MERIDIAN AVE
S SENECA ST
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S PALISADE AVE
S BROADWAY AVE
S HYDRAULIC AVE
S GEORGE WASHINGTON BLVD
S RIDGEWOOD DR
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SKINNER
MISSOURI PACIFIC RAILROAD
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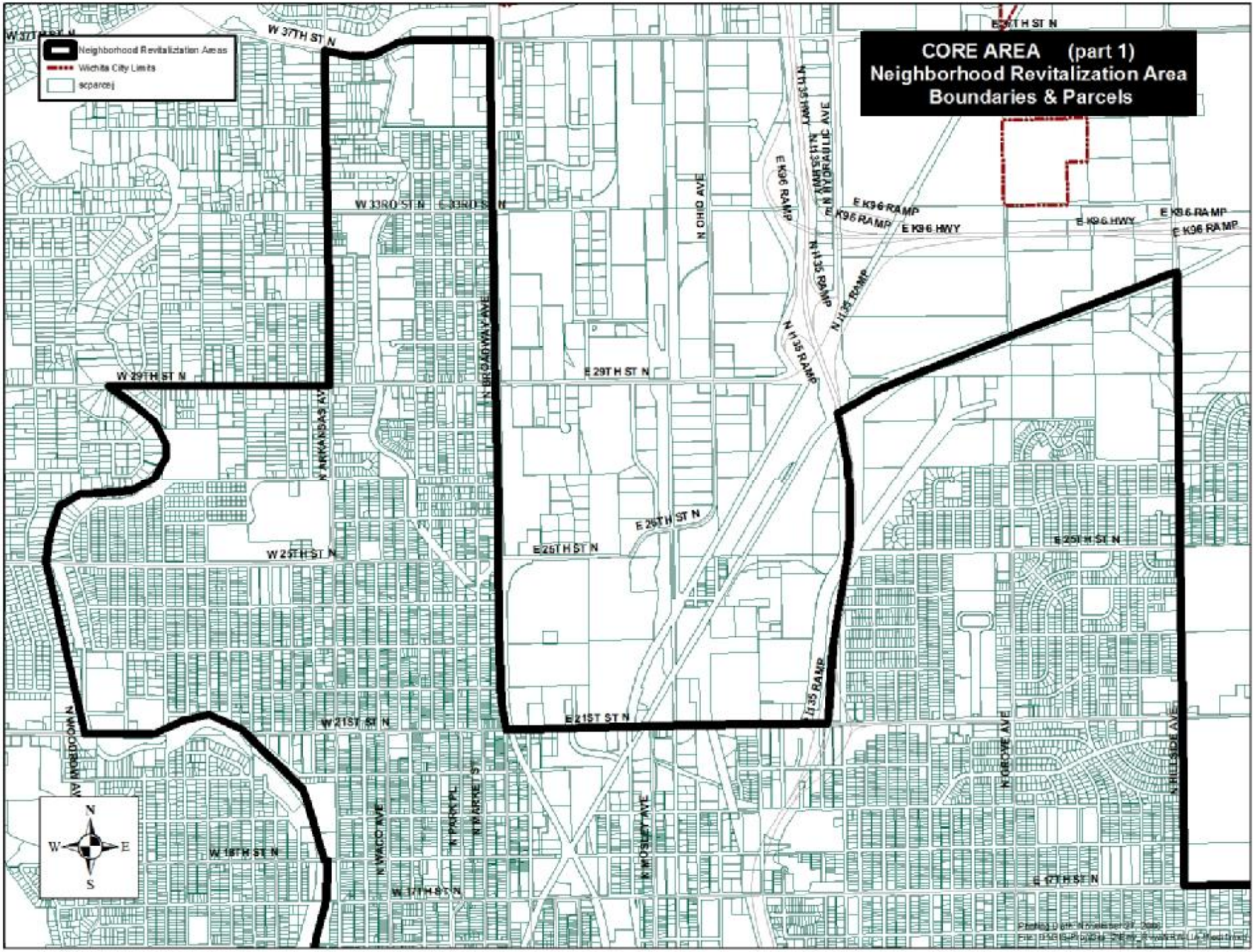
APPENDIX 2

PARCEL MAPS


CORE AREA (part 1)
Neighborhood Revitalization Area
Boundaries & Parcels
Neighborhood Revitalization Areas
Wichita City Limits
scparcej
W 37TH ST N
W 33RD ST N
E 33RD ST N
W 29TH ST N
E 29TH ST N
W 25TH ST N
E 25TH ST N
W 21ST ST N
E 21ST ST N
W 18TH ST N
W 17TH ST N
E 17TH ST N
N BROADWAY AVE
N ARKANSAS AV
N WOODROW AV
N WACO AVE
N PARK PL
N MARKET ST
N MOSLEY AVE
N OHIO AVE
N GROVE AVE
N HILLSIDE AVE
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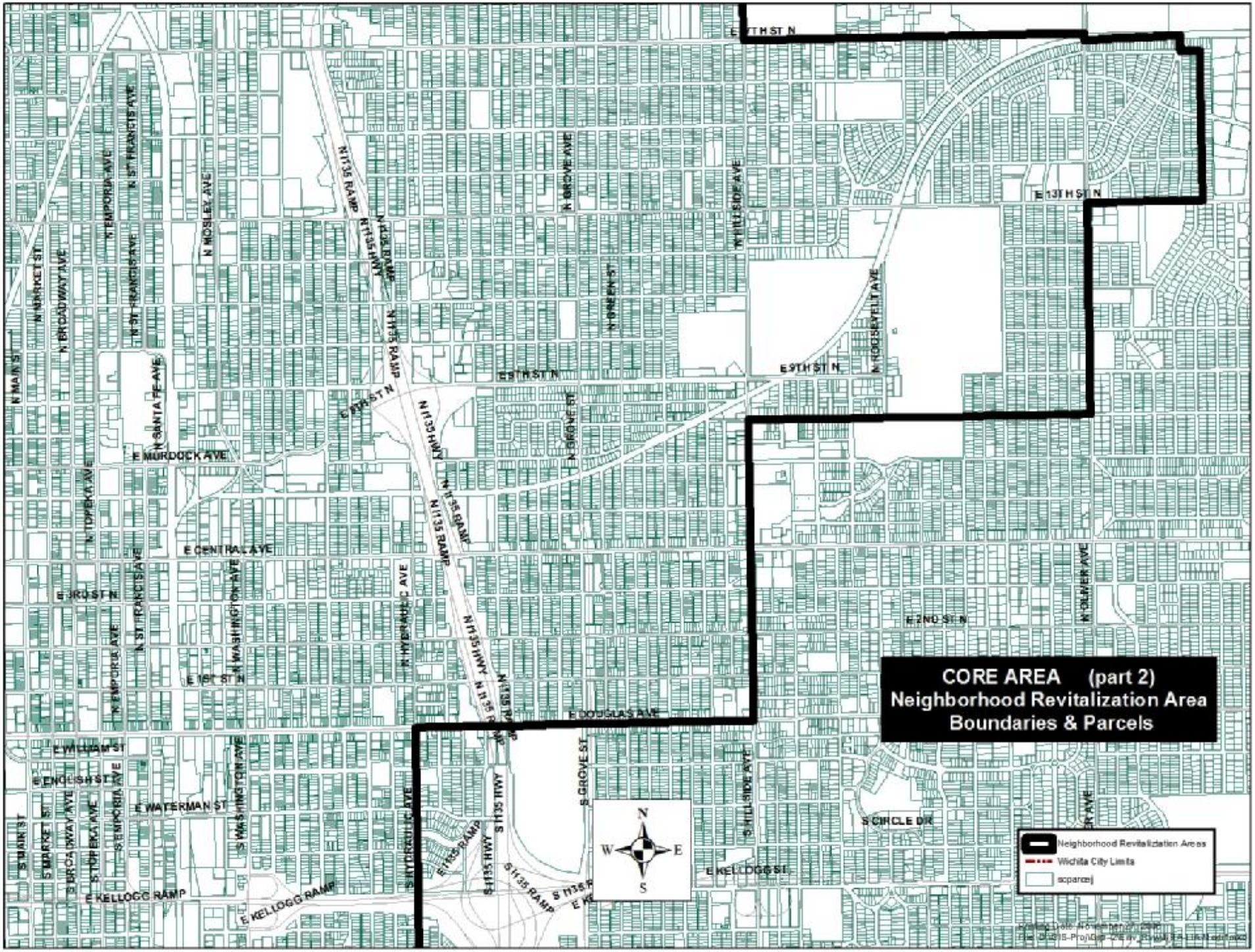
CORE AREA (part 2)
Neighborhood Revitalization Area
Boundaries & Parcels
Neighborhood Revitalization Areas
Wichita City Limits
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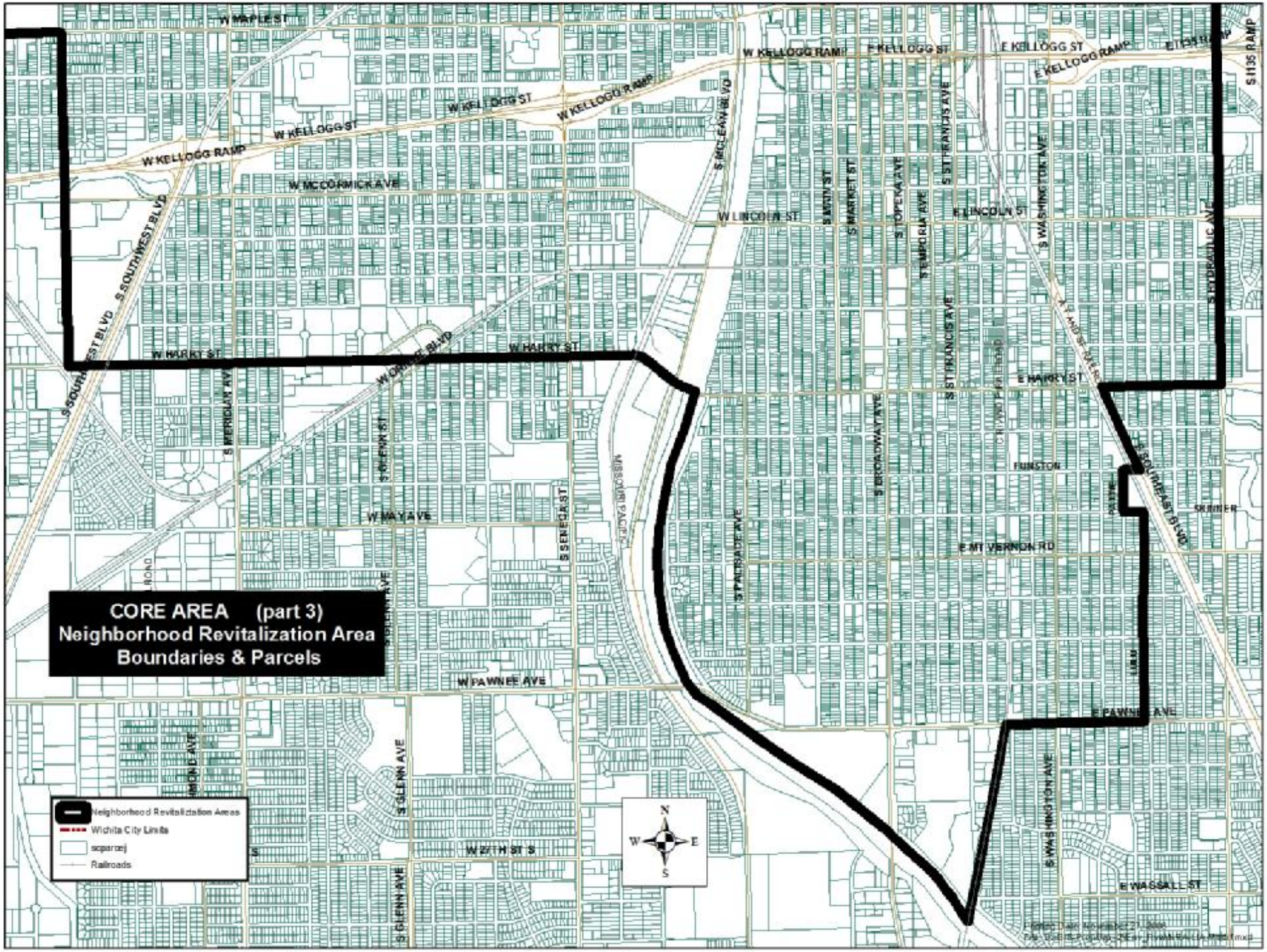
E 13TH ST N
E 9TH ST N
E 5TH ST N
E 3RD ST N
E MURDOCK AVE
E CENTRAL AVE
E 1ST ST N
E 2ND ST N
E DOUGLAS AVE
E WILLIAM ST
E ENGLISH ST
E WATERMAN ST
E KELLOGG RAMP
E KELLOGG ST
S CIRCLE DR
N MAIN ST
N MARKET ST
N BROADWAY AVE
N EMPORIA AVE
N ST FRANCIS AVE
N TOPEKA AVE
N SANTA FE AVE
N HOSLEY AVE
N HYDRAULIC AVE
N WASHINGTON AVE
N GROVE AVE
N GREEN ST
N HILLSIDE AVE
N ROOSEVELT AVE
N OLIVER AVE
N I135 RAMP
N I135 HWY
S I135 HWY
S I135 RAMP
S GROVE ST
S HILLSIDE AVE
S HYDRAULIC AVE
S WASHINGTON AVE
S MAIN ST
S MARKET ST
S BROADWAY AVE
S TOPEKA AVE
S EMPORIA AVE


CORE AREA (part 3)
Neighborhood Revitalization Area
Boundaries & Parcels
Neighborhood Revitalization Areas
Wichita City Limits
scparcelj
Railroads
W MAPLE ST
W KELLOGG RAMP
W KELLOGG ST
E KELLOGG ST
E KELLOGG RAMP
S I135 RAMP
W MCCORMICK AVE
W LINCOLN ST
E LINCOLN ST
S MCLEAN BLVD
S MAIN ST
S MARKET ST
S TOPEKA AVE
S ST FRANCIS AVE
S WASHINGTON AVE
S HYDRAULIC AVE
S SOUTHWEST BLVD
W HARRY ST
E HARRY ST
W ORME BLVD
S MERIDIAN AVE
S GLENN ST
S SENECA ST
MISSOURI PACIFIC
S BROADWAY AVE
S PALISADE AVE
FUNSTON
S SOUTHEAST BLVD
SKINNER
W MAY AVE
E MT VERNON RD
W PAWNEE AVE
E PAWNEE AVE
S GLENN AVE
W 27TH ST S
E WASSALL ST
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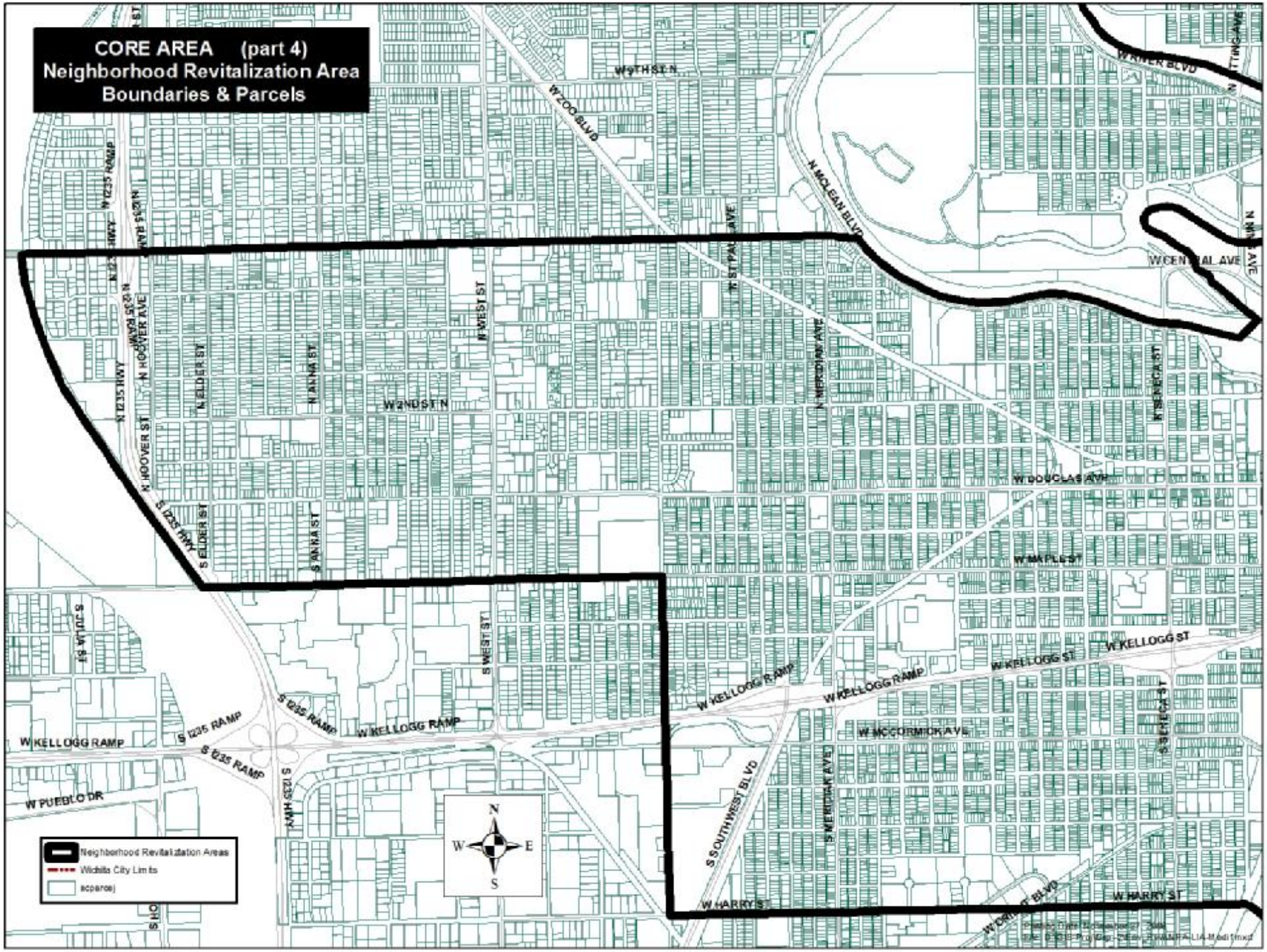
CORE AREA (part 4)
Neighborhood Revitalization Area
Boundaries & Parcels
W 9TH ST N
W ZOO BLVD
N MCLEAN BLVD
W RIVER BLVD
W CENTRAL AVE
N 1235 RAMP
N 1235 HWY
N HOOVER AVE
N HOOVER ST
N ELDER ST
N ANNA ST
N WEST ST
W 2ND ST N
N ST PAUL AVE
N MERIDIAN AVE
N SENECA ST
W DOUGLAS AVE
W MAPLE ST
S 1235 HWY
S ELDER ST
S ANNA ST
S JULIA ST
S WEST ST
W KELLOGG ST
W KELLOGG RAMP
S 1235 RAMP
W KELLOGG RAMP
W MCCORMICK AVE
S SENECA ST
S SOUTHWEST BLVD
S MERIDIAN AVE
W PUEBLO DR
W HARRY ST
W ORIENT BLVD
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Neighborhood Revitalization Areas
Wichita City Limits
acparcel

CORE AREA (part 5)
Neighborhood Revitalization Area
Boundaries & Parcels
Neighborhood Revitalization Areas
Wichita City Limits
scparcelj
W 21ST ST N
E 21ST ST N
W 17TH ST N
E 17TH ST N
W 15TH ST N
W 13TH ST N
E 13TH ST N
E 9TH ST N
E 8TH ST N
W RIVER BLVD
W MURDOCK AVE
E MURDOCK AVE
W CENTRAL AVE
E CENTRAL AVE
W 3RD ST N
E 3RD ST N
W 2ND ST N
E 2ND ST N
W 1ST ST N
E 1ST ST N
N WOODROW AVE
N ARKANSAS AVE
N JEANETTE AVE
N PERRY AVE
N PARK PL
N WACO AVE
N MARKET ST
N BROADWAY AVE
N EMPORIA AVE
N ST FRANCIS AVE
N MOSLEY AVE
N SANTA FE AVE
N TOPEKA AVE
N WASHINGTON AVE
N MYDRAULIC AVE
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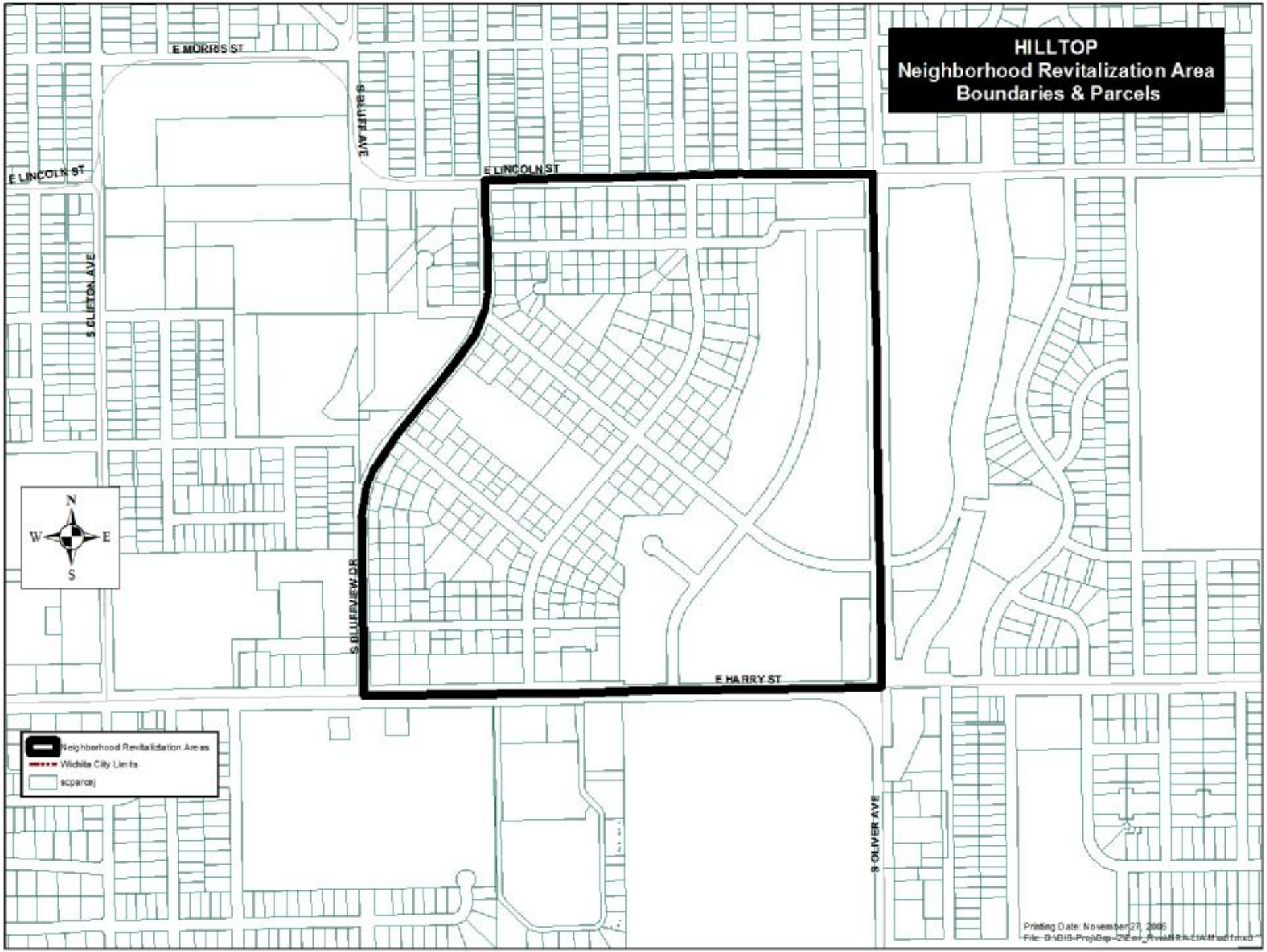
HILLTOP
Neighborhood Revitalization Area
Boundaries & Parcels
E MORRIS ST
S GLUFF AVE
E LINCOLN ST
E LINCOLN ST
S CLIFTON AVE
N
W
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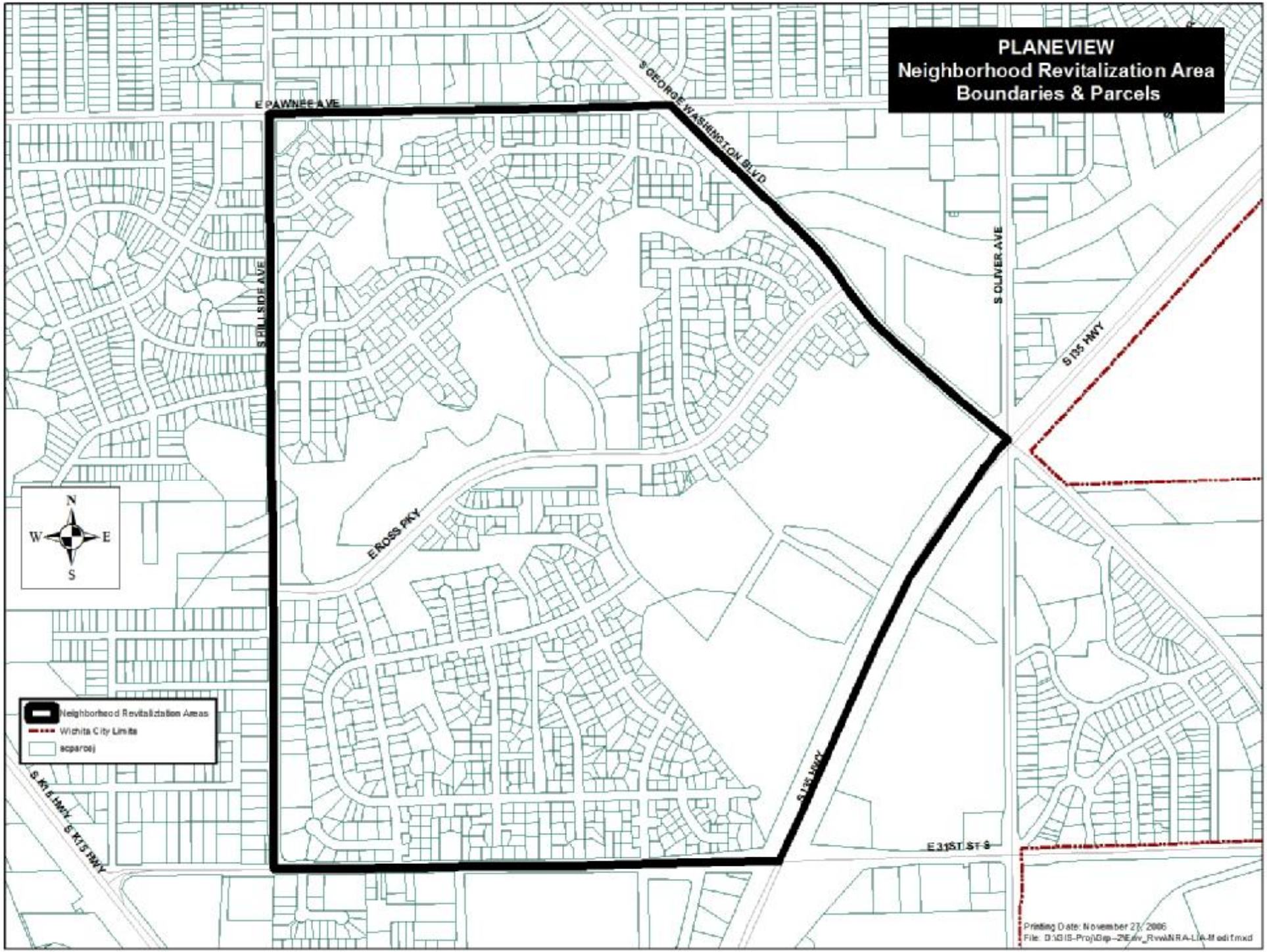
S BLUFFVIEW DR
E HARRY ST
S OLIVER AVE
Neighborhood Revitalization Areas
Wichita City Limits
Printing Date: November 27, 2006


PLANEVIEW
Neighborhood Revitalization Area
Boundaries & Parcels
E PAWNEE AVE
S GEORGE WASHINGTON BLVD
S HILLSIDE AVE
S OLIVER AVE
S I35 HWY
E ROSS PKY
S I135 HWY
E 31ST ST S
S K15 HWY
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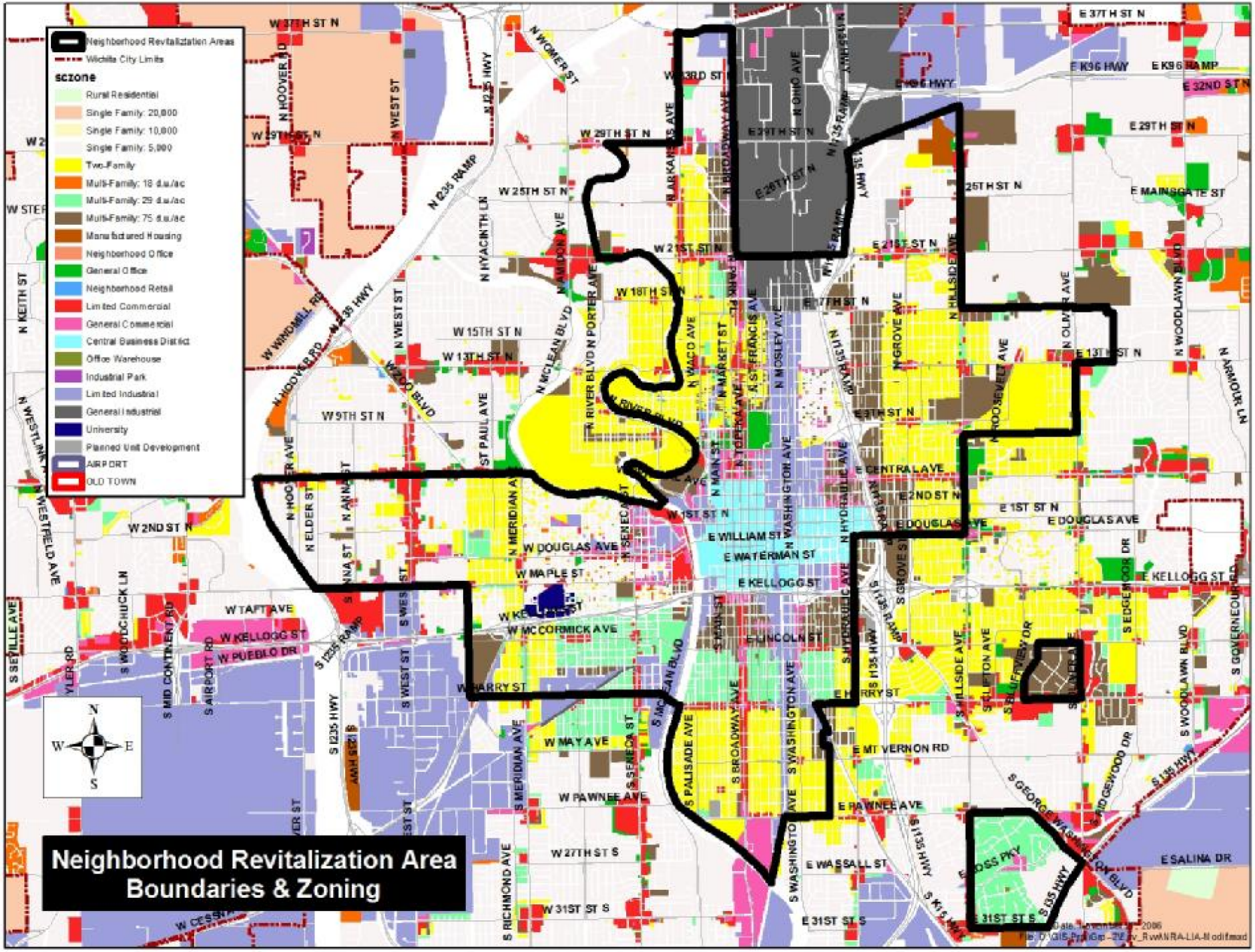
Neighborhood Revitalization Areas
Wichita City Limits
scparcel
Printing Date: November 27, 2006

APPENDIX 3

ZONING CLASSIFICATION MAP


Neighborhood Revitalization Areas
Wichita City Limits
sczone
Rural Residential
Single Family: 20,000
Single Family: 10,000
Single Family: 5,000
Two-Family
Multi-Family: 18 d.u./ac
Multi-Family: 29 d.u./ac
Multi-Family: 75 d.u./ac
Manufactured Housing
Neighborhood Office
General Office
Neighborhood Retail
Limited Commercial
General Commercial
Central Business District
Office Warehouse
Industrial Park
Limited Industrial
General Industrial
University
Planned Unit Development
AIRPORT
OLD TOWN
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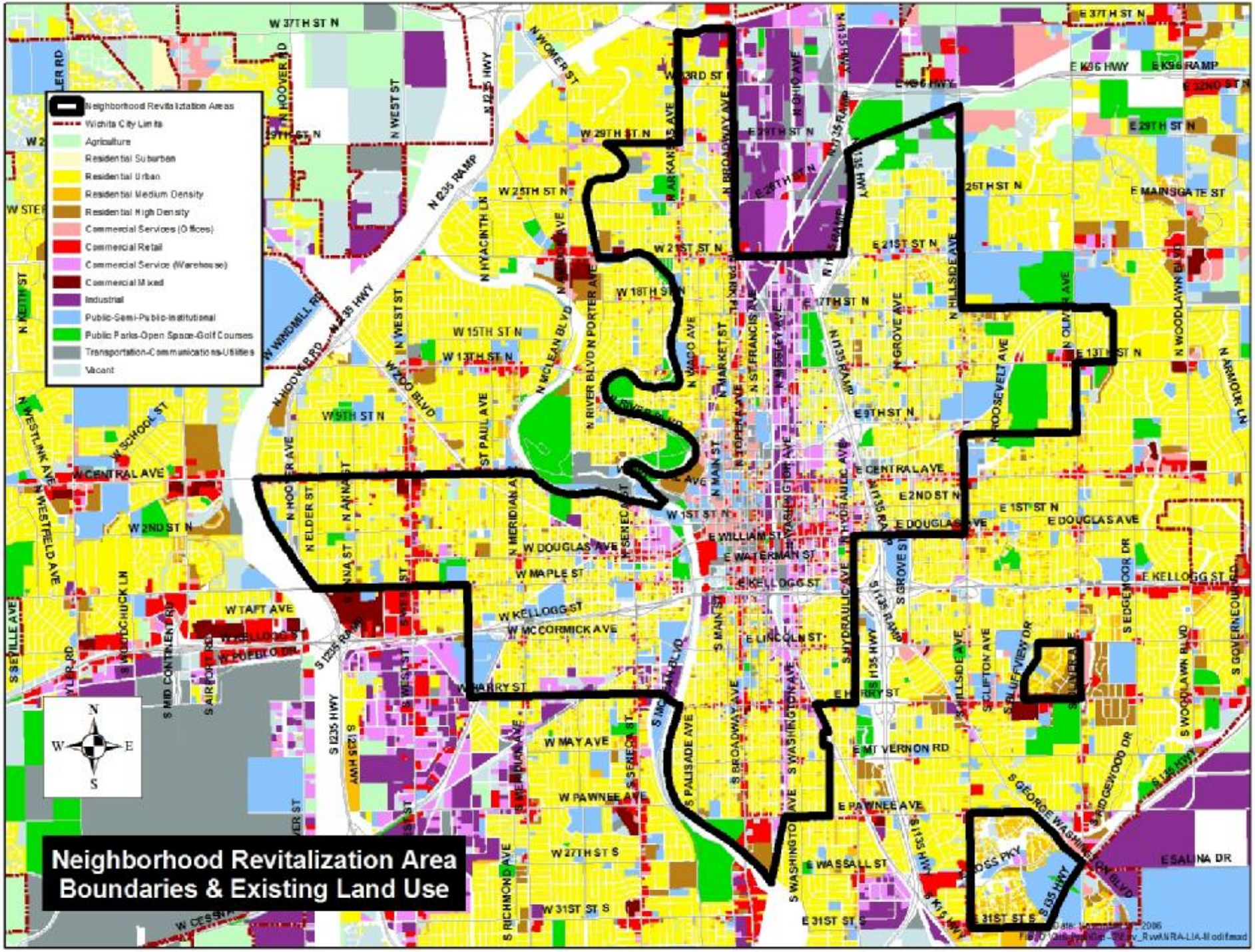
Neighborhood Revitalization Area
Boundaries & Zoning

APPENDIX 4

CURRENT LAND USE MAP


Neighborhood Revitalization Areas
Wichita City Limits
Agriculture
Residential Suburban
Residential Urban
Residential Medium Density
Residential High Density
Commercial Services (Offices)
Commercial Retail
Commercial Service (Warehouse)
Commercial Mixed
Industrial
Public-Semi-Public-Institutional
Public Parks-Open Space-Golf Courses
Transportation-Communications-Utilities
Vacant
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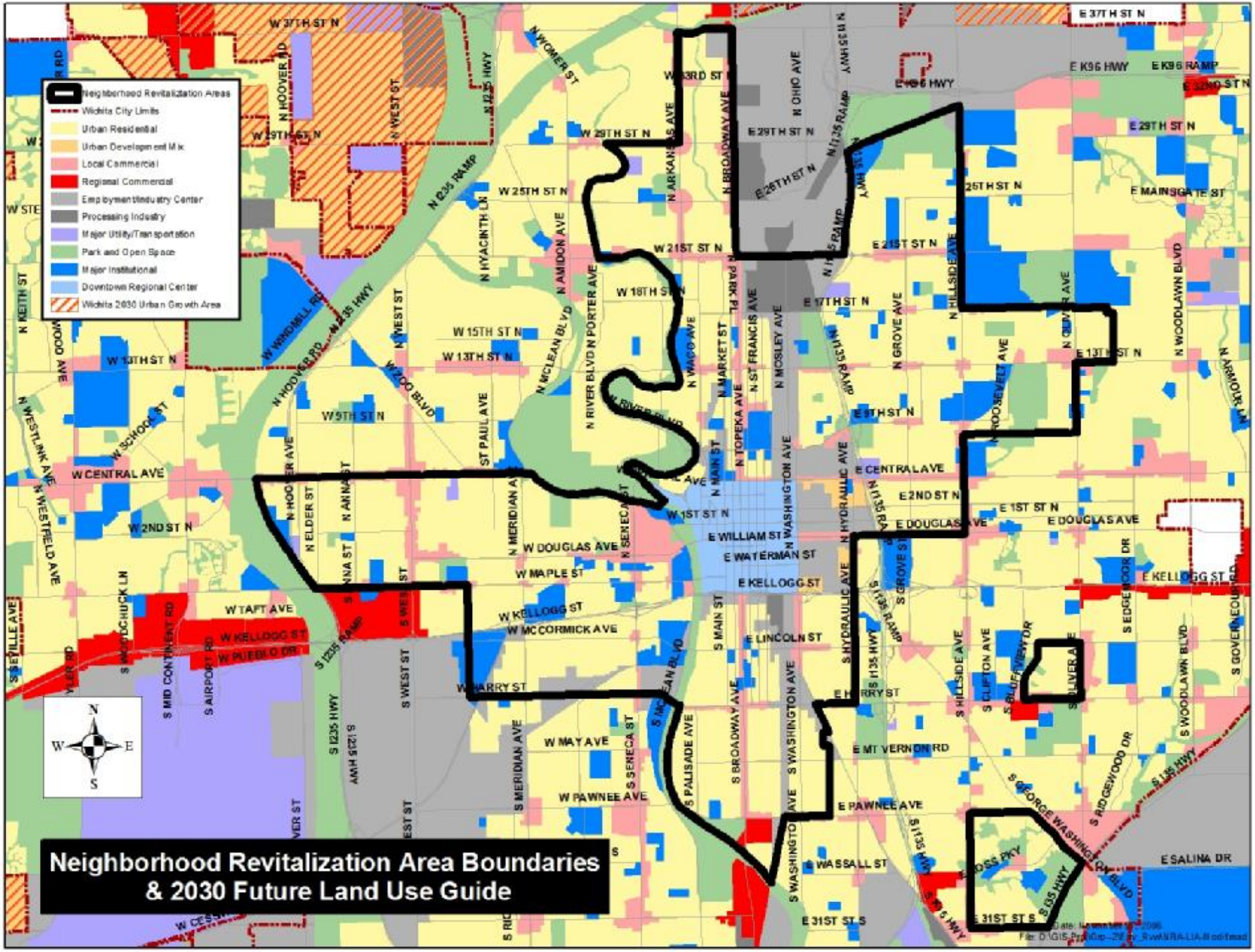
Neighborhood Revitalization Area
Boundaries & Existing Land Use

APPENDIX 5

PROPOSED LAND USE MAP


Neighborhood Revitalization Areas
Wichita City Limits
Urban Residential
Urban Development Mix
Local Commercial
Regional Commercial
Employment/Industry Center
Processing Industry
Major Utility/Transportation
Park and Open Space
Major Institutional
Downtown Regional Center
Wichita 2030 Urban Growth Area
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E MAINSGATE ST
W 21ST ST N
E 21ST ST N
W 18TH ST N
E 17TH ST N
W 15TH ST N
W 13TH ST N
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W 9TH ST N
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W CENTRAL AVE
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E DOUGLAS AVE
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E WILLIAM ST
E WATERMAN ST
W MAPLE ST
E KELLOGG ST
W KELLOGG ST
W TAFT AVE
W PUEBLO DR
W MCCORMICK AVE
E LINCOLN ST
W HARRY ST
E HARRY ST
W MAY AVE
E MT VERNON RD
W PAWNEE AVE
E PAWNEE AVE
E WASSALL ST
E SALINA DR
E 31ST ST S
N WEST ST
N HOOVER RD
N I235 HWY
N I235 RAMP
N WYCOMER ST
N ARKANSAS AVE
N BROADWAY AVE
N OHIO AVE
N I135 RAMP
N I135 HWY
N HILLSIDE AVE
N GROVE AVE
N ROOSEVELT AVE
N WOODLAWN BLVD
N ARMOUR LN
N KEITH ST
N WOOD AVE
N WESTLINK AVE
N WESTFIELD AVE
W SCHOOL ST
W WINDMILL RD
W ZOO BLVD
N HYACINTH LN
N AMIDON AVE
N MCLEAN BLVD
N RIVER BLVD
N PORTER AVE
N WACO AVE
N MARKET ST
N ST FRANCIS AVE
N MOSLEY AVE
N TOPEKA AVE
N MAIN ST
N WASHINGTON AVE
N HYDRAULIC AVE
N ELDER ST
N ANNA ST
N MERIDIAN AVE
N SENECA ST
ST PAUL AVE
S SEVILLE AVE
S MOODCHUCK LN
S MID CONTINENT RD
S AIRPORT RD
S I235 RAMP
S I235 HWY
S WEST ST
S MERIDIAN AVE
S SENECA ST
S MCLEAN BLVD
S PALISADE AVE
S BROADWAY AVE
S WASHINGTON AVE
S HYDRAULIC AVE
S I135 HWY
S I135 RAMP
S GROVE ST
S HILLSIDE AVE
S CLIFTON AVE
S BLUFFVIEW DR
S SILVER AVE
S EDGEMOOR DR
S WOODLAWN BLVD
S GOVERNEOUR RD
S GEORGE WASHINGTON BLVD
S RIDGEWOOD DR
S I35 HWY
S I35 RAMP
S K96 HWY
E K96 HWY
E K96 RAMP
E 32ND ST N
E 29TH ST N
E 26TH ST N
E 13TH ST N
E 31ST ST S
Neighborhood Revitalization Area Boundaries
& 2030 Future Land Use Guide

City of Wichita

City Council

August, 2010

Mayor Carl Brewer

Jeff Longwell, District 5 and Vice Mayor

Paul Gray, District 4

Janet Miller, District 6

Sue Schlapp, District 2

Jim Skelton, District 3

Lavonta Williams, District 1

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Chapter 3.72 of the Code of the City of Wichita, Kansas, Pertaining to Private Security Permits

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: The Wichita Police Department is responsible for monitoring private security permits under City Ordinance. Chapter 3.72 of the City code establishes guidelines for the licensing of private security agencies, and the training and permitting of private security officers. A full-time Customer Service Clerk I is assigned to manage the private security responsibilities. There are 32 licensed agencies at present, employing approximately 668 private security officers.

Analysis: Chapter 3.72 is being amended to increase permit fees. These changes will bring the City of Wichita's fee structure more in line with surrounding major cities.

Financial Considerations: The annual cost to manage and provide private security permitting is over $58,000 which is paid for through the Police Department's General Fund budget. In 2009, WPD recovered approximately 45 percent of program costs through permit fees. Slight fee increases are being recommended for private security officer permits fees for 2011 and 2012. These increases are projected to recover approximately 60 percent of the cost of providing these services in 2011 and 75 percent in 2012. This additional revenue was included in the 2011 Adopted Budget.

Permit Fees	***Current***	***2011***	***2012***
Initial Permit	$35	$40	$45
Additional Permit	$25	$30	$35
Permit Renewal	$25	$30	$35
Additional Permit Renewal	$25	$30	$35
Permit Replacement	$15	$20	$25
Firearm Permit Upgrade	$15	$20	$25

Goal Impact: Provide a Safe and Secure Community by allowing the Police Department to more fully recoup the expenses of the private security permit process.

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

Recommendations/Actions: It is recommended that the City Council approve the ordinance changes and place the ordinance on first reading.

Attachments: Delineated copy of the ordinance.

First Published in the Wichita Eagle August 27th, 2010 083204

ORDINANCE NO. 48-802

July 14, 2010

AN ORDINANCE AMENDING SECTION 3.72.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FEES FOR PERMITTING AND TRAINING PRIVATE SECURITY OFFICERS WITHIN THE CITY, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 3.72.160 of the Code of the City of Wichita, Kansas, shall read as follows: **"Fees--Permits and training--New and renewal.** The following fees are established for the permitting and training of private security officers. All fees are non-refundable and no fees shall be pro-rated:

(1) Permit fees:

(a) Initial permit: $35.00; for applications received on or after January 1, 2011, $40.00; for applications received on or after January 1, 2012, $45.00.

(b) Firearm permit upgrade: $15.00; for applications received on or after January 1, 2011, $20.00; for applications received on or after January 1, 2012, $25.00.

(c) Additional permit (for private security officers employed by more than one agency): $25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012, $35.00.

(d) Permit renewal: $25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012, $35.00.

(e) Additional permit renewal: $25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012, $35.00.

(f) Permit replacement: $15.00; for applications received on or after January 1, 2011, $20.00; for applications received on or after January 1, 2012, $25.00.

(g) Fingerprinting and criminal history records check: Fee as set by the Kansas Bureau of Investigation

(2) Training fees:

(a) Basic training: *

(b) Advanced training: *

(c) Firearm training: *

(d) Annual firearm proficiency testing *

*Fees for training courses are set by designated training providers and are subject to review and approval by the chief of police."

SECTION 37. The original of Section 3.72.160 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 38. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of August, 2010.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle _____

Delineated Ordinance No.

July 14, 2010

AN ORDINANCE AMENDING SECTION 3.72.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FEES FOR PERMITING AND TRAINING PRIVATE SECRUITY OFFICERS WITHIN THE CITY, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 3.72.160 of the Code of the City of Wichita, Kansas, shall read as follows: **"Fees--Permits and training--New and renewal.** The following fees are established for the permitting and training of private security officers. All fees are non-refundable and no fees shall be pro-rated:

(1) Permit fees:

(a) Initial permit: $35.00; for applications received on or after January 1, 2011, $40.00; for applications received on or after January 1, 2012, $45.00.

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(e) Additional permit renewal: $25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012, $35.00.

(f) Permit replacement: $15.00; for applications received on or after January 1, 2011, $20.00; for applications received on or after January 1, 2012, $25.00.

(g) Fingerprinting and criminal history records check: Fee as set by the Kansas Bureau of Investigation

(2) Training fees:

(a) Basic training: *

(b) Advanced training: *

(c) Firearm training: *

(d) Annual firearm proficiency testing *

*Fees for training courses are set by designated training providers and are subject to review and approval by the chief of police."

SECTION 37. The original of Section 3.72.160 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 38. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

_____
Carl Brewer, Mayor

Attest:

_____

Karen Sublett, City Clerk

Approved as to Form:

_____

Gary E. Rebenstorf, Director of Law

Agenda Item No. III-6

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Section 5.37.010 and Creating Sections 5.37.033, 5.37.035, 5.37.038, and 5.37.150 of the Code of the City of Wichita, Kansas, Pertaining to Graffiti and Repealing the Original of Section 5.37.010 and 5.37.030.

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: From 2006 to 2009, the Wichita Police Department saw a 62 percent increase in reported cases of graffiti. In March 2008, the Anti-Graffiti Task Force was formed to address the economic impact on businesses, the influence on quality of life, and retaliation concerns associated with graffiti. Several programs were developed to combat graffiti through prevention, education, community participation, and enforcement. Enforcement efforts across the United States were researched and additional City ordinances defining graffiti implements, the illegal possession of graffiti implements by a minor, the illegal possession of graffiti implements in designated public places, and the limiting of access to graffiti implements were developed.

Analysis: During 2008, there was an increase of graffiti vandalism being scrawled on fences and buildings throughout the City of Wichita. This growing eyesore generated various complaints by citizens. In an effort to provide a comprehensive response to this quality of life issue, the Anti-Graffiti Task Force Committee was established. The Anti-Graffiti Task Force Committee consisted of several City Departments and citizens. The Committee researched the issues associated with graffiti (vandalism) such as the cost of graffiti removal, the economic impact on business owners, and the effect on quality of life. The Committee objectives were to approach the graffiti issue through education and enforcement. The Prevention and Education goals where addressed through various programs that were implemented by the Committee. The enforcement component is being addressed through the revision of City of Wichita Ordinance Section 5.37.010 (Graffiti Ordinance). The revised ordinance recommendations are in line with information that was obtained from the business survey that was conducted regarding reducing and preventing graffiti.

Financial Considerations: None.

Goal Impact: Provide a safe community and enhance quality of life. This revised ordinance will allow the Police Department to enforce graffiti violations.

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

Recommendations/Actions: It is recommended that the City Council approve the ordinance changes and place the ordinance on first reading.

Attachments: Delineated copy of the ordinance.

First Published in The Wichita Eagle on August 27, 2010 083204

07/20/10

ORDINANCE NO. 48-803

AN ORDINANCE AMENDING SECTION 5.37.010 AND CREATING SECTIONS 5.37.033, 5.37.035, 5.37.038 AND 5.37.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINAL OF SECTION 5.37.010 AND 5.37.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

Section 1. Section 5.37.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** For the purposes of this chapter, the following terms shall have the meaning ascribed to them in this section:

(a) 'Aerosol paint' means any aerosol container that contains anything other than a solution which can be removed with water after the solution dries.

(b) 'Broad tip markers' means any marker or similar implement which has a writing tip which is ½ inch wide or greater and contains anything other than a solution that can be removed with water after the solution dries.

(c) 'Etching implements' means tools, implements, products or solutions manufactured for the purpose of permanently altering glass, metal or other surfaces.

(d) ‘Graffiti’ means any unauthorized writing, inscription, word, figure or design which is marked, etched, scratched, drawn or painted on any structural component of any building, structure, fence, wall, or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(e) ‘Graffiti implements’ means any aerosol paint container, broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

(f) ‘Graffiti removal levy’ means the charge made by the city and computed by the Office of Central Inspection for removing graffiti from property, plus all penalties for nonpayment of the charges which have accrued.

(g) ‘Owner’ as used in this section, means any person so designated in the current files of the real estate division of the county clerk's office, and also any person having or claiming to have any legal or equitable interest in the premises.

(h) ‘Paint stick or graffiti stick: any device containing a solid form of paint, chalk, wax, epoxy or other similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

(i) ‘Property’ or ‘premises’ means any lot, parcel, tract, or piece of land, improved or unimproved, in the city, and includes any building, fence, wall or other structure located thereon.

(j) ‘Superintendent’ means the Superintendent of the Office of Central Inspection.”

SECTION 2. Section 5.37.033 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Possession of Graffiti Implements by Minors Prohibited.** It is unlawful for any person under eighteen (18) years of age to have in his or her possession any graffiti implement while on any public, private or parochial school property, grounds, facilities, buildings, or structures, or within one hundred (100) feet of such properties, or upon the private property of another without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of felt tip markers by minors attending, or traveling to or from the school at which the minor is enrolled, if the minor is participating in a class at said school which formally requires the possession of felt tip markers."

SECTION 3. Section 5.37.035 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Possession of Graffiti Implements Prohibited in Public Places.**

It is unlawful for any person to have in his/her possession any graffiti implement while in, upon or within one hundred (100) feet of any public facility, park, playground, swimming pool, skate park, recreational facility, or other public building owned or operated by the city, county, state, or federal government, or while in, under or within one hundred (100) feet of an underpass, bridge, abutment, storm drain, spillway or similar types of infrastructure unless otherwise authorized."

SECTION 4. Section 5.37.038 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Limiting Access to Graffiti Implements.** (a) It shall be unlawful for any person, other than a parent or legal guardian to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any aerosol paint container to any person under the age of eighteen (18) years without the written consent of the parents or guardian of the person.

(b) It shall be unlawful for any person to sell, deliver, give, exchange, give or lend, or cause or permit to be sold, exchanged, given, loaned or otherwise furnished any graffiti implements to any person who appears to be under the age of twenty-one (21) years without having first verified the individual's age by means of a photographic identification card such as a driver's license, state identification card, passport or military identification."

(c) The provisions of subsection (a) and (b) shall not apply to projects, lessons or educational instruction, when such items are required for such educational projects or instruction and the project or instruction is under the direct supervision of a parent, public or parochial school teacher or educator or private art instructor.

SECTION 5. Section 5.37.150 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Penalty.** (a) Any minor violating the provisions of this chapter shall be dealt with in accordance with juvenile court law and procedures.

(b) Any person violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than two hundred fifty dollars or more than one thousand, or by imprisonment for not more than six months or by both such fine and imprisonment.

(c) Upon a second or a subsequent conviction, the court shall impose a fine of not less than five hundred dollars**,** nor more than one thousand dollars, or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this chapter or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging such violation.

(2) Conviction includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this chapter prohibit or entering into a diversion or deferred judgment agreement in lieu of further criminal proceeding in a case alleging a violation of such a law or ordinances.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) In addition to the penalties set forth in this section, the court may order the defendant to perform the necessary labor to clean up, repair or replace the property damaged by that person or to pay any costs incurred by the owner related to the cleanup, repair or replacement of property damaged by that person."

SECTION 6. The originals of Sections 5.37.010 and 5.27.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. 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 24th day of August, 2010.

_____
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 _____

DELINEATED 07/20/10

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.37.010 AND CREATING SECTIONS 5.37.033, 5.37.035, 5.37.038 AND 5.37.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINAL OF SECTION 5.37.010 AND 5.37.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

Section 1. Section 5.37.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** For the purposes of this chapter, the following terms shall have the meaning ascribed to them in this section:

(a) 'Aerosol paint' means any aerosol container that contains anything other than a solution which can be removed with water after the solution dries.

(b) 'Broad tip markers' means any marker or similar implement which has a writing tip which is ½ inch wide or greater and contains anything other than a solution that can be removed with water after the solution dries.

(c) 'Etching implements' means tools, implements, products or solutions manufactured for the purpose of permanently altering glass, metal or other surfaces.

(~~a)~~ (d) 'Graffiti' means any unauthorized writing, inscription, word, figure or design which is marked, etched, scratched, drawn or painted on any structural component of any building, structure, fence, wall, or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(e) 'Graffiti implements' means any aerosol paint container, broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

(~~b)~~ (f) 'Graffiti removal levy' means the charge made by the city and computed by the ~~o~~Office of ~~c~~Central ~~i~~Inspection for removing graffiti from property, plus all penalties for nonpayment of the charges which have accrued.

(~~c)~~ (g) 'Owner' as used in this section, means any person so designated in the current files of the real estate division of the county clerk's office, and also any person having or claiming to have any legal or equitable interest in the premises.

(h) 'Paint stick or graffiti stick: any device containing a solid form of paint, chalk, wax, epoxy or other similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

(~~d)~~ (i) 'Property' or 'premises' means any lot, parcel, tract, or piece of land, improved or unimproved, in the city, and includes any building, fence, wall or other structure located thereon.

~~(e)~~ (j) 'Superintendent' means the ~~s~~Superintendent of the ~~o~~Office of ~~c~~Central ~~i~~Inspection."

SECTION 2. Section 5.37.033 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Possession of Graffiti Implements by Minors Prohibited.** It is unlawful for any person under eighteen (18) years of age to have in his or her possession any graffiti implement while on any public, private or parochial school property, grounds, facilities, buildings, or structures, or within one hundred (100) feet of such properties, or upon the private property of another without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of felt tip markers by minors attending, or traveling to or from the school at which the minor is enrolled, if the minor is participating in a class at said school which formally requires the possession of felt tip markers."

SECTION 3. Section 5.37.035 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Possession of Graffiti Implements Prohibited in Public Places.**

It is unlawful for any person to have in his/her possession any graffiti implement while in, upon or within one hundred (100) feet of any public facility, park, playground, swimming pool, skate park, recreational facility, or other public building owned or operated by the city, county, state, or federal government, or while in, under or within one hundred (100) feet of an underpass, bridge,

abutment, storm drain, spillway or similar types of infrastructure unless otherwise authorized."

SECTION 4. Section 5.37.038 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Limiting Access to Graffiti Implements.** (a) It shall be unlawful for any person, other than a parent or legal guardian to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any aerosol paint container to any person under the age of eighteen (18) years without the written consent of the parents or guardian of the person.

(b) It shall be unlawful for any person to sell, deliver, give, exchange, give or lend, or cause or permit to be sold, exchanged, given, loaned or otherwise furnished any graffiti implements to any person who appears to be under the age of twenty-one (21) years without having first verified the individual's age by means of a photographic identification card such as a driver's license, state identification card, passport or military identification."

(c) The provisions of subsection (a) and (b) shall not apply to projects, lessons or educational instruction, when such items are required for such educational projects or instruction and the project or instruction is under the direct supervision of a parent, public or parochial school teacher or educator or private art instructor.

SECTION 5. Section 5.37.150 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Penalty.** (a) Any minor violating the provisions of this chapter shall be dealt with in accordance with juvenile court law and procedures.

(b) Any person violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than two hundred fifty dollars or more than one thousand, or by imprisonment for not more than six months or by both such fine and imprisonment.

(c) Upon a second or a subsequent conviction, the court shall impose a fine of not less than five hundred dollars, nor more than one thousand dollars, or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this chapter or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging such violation.

(2) Conviction includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this chapter prohibit or entering into a diversion or deferred judgment agreement in lieu of further criminal proceeding in a case alleging a violation of such a law or ordinances.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) In addition to the penalties set forth in this section, the court may order the defendant to perform the necessary labor to clean up, repair or replace the property damaged by that person or to pay any costs incurred by the owner related to the cleanup, repair or replacement of property damaged by that person."

SECTION 6. The originals of Sections 5.37.010 and 5.27.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. 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 _____, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Amendments to Motorcycles – Protective Headgear, Eye Screens, Section 11.60.290

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: During the 2010 legislative session, the State of Kansas passed SB 300 which amended K.S.A. 8-1598, pertaining to motorcycles, motorized bicycles and equipment requirements. The City of Wichita Ordinance No. 11.60.290**,** replicates the equipment requirements found in this statute. The City ordinance must be amended to reflect the new restrictions found in SB 300. These amendments mandate that no person shall permit a person less than 18 years of age to operate or ride as a passenger on a motorcycle or motorized bicycle without a helmet and eye protection.

Analysis: Amendments to City of Wichita Ordinance 11.60.290 are required to reflect the more restrictive provisions of K.S.A. 8-1598 found within SB 300.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department to enforce helmet and eye protection requirements for minors.

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

Recommendations/Actions: It is recommended that the City Council approve the ordinance changes and place the ordinance on first reading.

Attachment: Delineated copy of the proposed ordinance.

(First Published in The Wichita Eagle on August 27, 2010) 083204

August 17, 2010

ORDINANCE NO. 48-805

AN ORDINANCE AMENDING SECTION 11.60.290 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTORCYCLES—PROTECTIVE HEADGEAR, EYE SCREENS, OF THE ORIGINAL SECTION 11.60.290.

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

Section 1. 11.60.290 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) No person under the age of eighteen shall operate or ride upon a motorcycle or a motorized bicycle unless wearing a helmet which complies with the minimum guidelines established by the National Highway Traffic Safety Administration pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 for helmets designed for use by motorcyclists and other motor vehicle users.

(b) No operator of a motorcycle or a motorized bicycle shall allow any passenger under the age of eighteen years to: (1) operate a motorcycle or motorized bicycle or to ride as a passenger upon a motorcycle or motorized bicycle without being in compliance with the provisions of subsection (a); or (2) operate a motorcycle or to ride as a passenger upon a motorcycle without being in compliance with the provisions of subsection (c) and (d);

(c) No person shall operate a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant, except when the motorcycle is equipped with a windscreen, which has a minimum height of ten inches measured from the center of the handlebars.

(d) No person under the age of 18 years shall ride as a passenger on a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant.

(e) This section shall not apply to persons riding within an enclosed cab or on a golf cart, nor shall it apply to any person operating or riding any industrial or cargo-type vehicle having three wheels and commonly known as a truckster.

Section 2. The original of Section 11.60.290 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 24th day of August, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law and City Attorney

(First Published in The Wichita Eagle on _____)

August 17, 2010

ORDINANCE NO.

DELINEATED

AN ORDINANCE AMENDING SECTION 11.60.290 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTORCYCLES—PROTECTIVE HEADGEAR, EYE SCREENS, OF THE ORIGINAL SECTION 11.60.290

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

Section 1. 11.60.290 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) No person under the age of eighteen shall operate or ride upon a motorcycle or a motorized bicycle unless wearing a helmet which complies with the minimum guidelines established by the National Highway Traffic Safety Administration pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 for helmets designed for use by motorcyclists and other motor vehicle users.

(b) No operator of a motorcycle or a motorized bicycle shall allow any passenger under the age of eighteen ~~to ride upon such motorcycle or motorized bicycle unless the passenger is wearing a helmet which complies with the minimum guidelines established by the National Highway Traffic Safety Administration pursuant to the National Traffic and Motor Safety Act of 1966 for helmets designed for use by motorcyclists and other motor vehicle users.~~ years to: (1) operate a motorcycle or motorized bicycle or to ride as a passenger upon a motorcycle or motorized bicycle without being in compliance with the provisions of subsection (a); or (2) operate a motorcycle or to ride as a passenger

upon a motorcycle without being in compliance with the provisions of subsection (c) and (d);

(c) No person shall operate a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant, except when the motorcycle is equipped with a windscreen, which has a minimum height of ten inches measured from the center of the handlebars.

(d) No person under the age of 18 years shall ride as a passenger on a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant.

~~(d)~~(e) This section shall not apply to persons riding within an enclosed cab or on a golf cart, nor shall it apply to any person operating or riding any industrial or cargo-type vehicle having three wheels and commonly known as a truckster.

Section 2. The original of Section 11.60.290 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 _____, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law and City Attorney

Agenda Item No. III-8

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Create City Ordinance to Prohibit Texting While Driving

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: During the 2010 legislative session, the State of Kansas adopted a bill to create a new traffic offense prohibiting texting while driving. The bill prohibits a person who is operating a motor vehicle on a public road or highway from "texting," using a wireless communications device to write, send or read a written communication. The bill defines "wireless communications device" to include any type of device that sends or receives messages but excludes voice-operated devices.
The bill contains the following exceptions to the ban:

(1) Law enforcement officers or emergency service personnel acting within the course and scope of their employment;
(2) When the motor vehicle is stopped off the regular traveled portion of the roadway;
(3) Using the wireless communications device to make or receive a phone call; receive an emergency, traffic, or weather alert message; or receive a message related to the operation or navigation of the vehicle;
(4) To report current or ongoing illegal activity to law enforcement;
(5) To prevent imminent injury to a person or property; and
(6) To relay information between a transit or for-hire operator and the operator's dispatcher, if the device is permanently affixed to the motor vehicle.

Analysis: Passage of a City ordinance to parallel the new state law is necessary to allow the Wichita Police Department to enforce the unlawful texting law.

Financial Considerations: The scheduled fine for unlawful text messaging, as established by state law, is $60.

Goal Impact: Adoption of the ordinance provides support for a safe and secure community. The ordinance will allow the Wichita Police Department to enforce violations of operating a motor vehicle while writing, sending, or reading a message on a wireless communication device.

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

Recommendations/Actions: It is recommended that the City Council approve the first reading of the ordinance.

Attachments: Proposed ordinance.

(First Published in The Wichita Eagle on August 27, 2010) 083204

August 10, 2010

ORDINANCE NO. 48-806

AN ORDINANCE CREATING SECTION 11.38.390 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO UNLAWFUL TEXT MESSAGING.

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

Section 1. 11.38.390 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) As used in this section:

(1) " Wireless communication device" means any wireless electronic communication device that provides for voice or data communication between two or more parties, including, but not limited to, a mobile or cellular telephone, a text messaging device, a personal digital assistant that sends or receives messages, an audio-video player that sends or receives messages or a laptop computer. "Wireless communication device" does not include a device which is voice-operated and which allows the user to send or receive a text based communication without the use of either hand, except to activate or deactivate a feature or function.

(2) " Write, send or read a written communication" means using a wireless communication device to manually type, send or read a written communication, including, but not limited to, a text message, instant message, or electronic mail.

(b) Except as provided in subsections (c) and (d), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to write, send or read a written communication.

(c) The provisions of subsection (b) shall not apply to:

(1) A law enforcement officer or emergency service personnel acting within the course and scope of the law enforcement officer's or emergency service personnel's employment;

(2) A motor vehicle stopped off the regular traveled portion of the roadway;

(3) A person who reads, selects or enters a telephone number or name in a wireless communications device for the purpose of making or receiving a phone call;

(4) A person who receives an emergency, traffic or weather alert message; or

(5) A person receiving a message related to the operation or navigation of the motor vehicle.

(d) The provisions of subsection (b) shall not prohibit a person from using a wireless communications device while operating a moving motor vehicle to:

(1) Report current or ongoing illegal activity to law enforcement;

(2) Prevent imminent injury to a person or property; or

(3) Relay information between transit or for-hire operator and the operator's dispatcher, in which the device is permanently affixed to the motor vehicle.

(e) Upon conviction of a violation under this section, a fine of up to $500.00 shall be imposed.

Section 2. 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 24th day of August, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law and City Attorney

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: TIGER II Discretionary Grant Application (Districts I, IV, VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the grant application.

Background: In mid-June, a notice of new funding availability was issued by the U.S. Department of Transportation (USDOT) for the Federal Transportation Investment Generating Economic Recovery Program (TIGER). Monies are available through TIGER II Discretionary Grants for the purpose of funding capital investments in port infrastructure, highway or bridge projects, public transportation projects, or passenger/freight rail projects. Funded projects must have a significant impact on the Nation, a metropolitan area or region; stimulate economic activity, competitiveness and employment; and, foster safety, livability and environmental sustainability. Monies are also available through TIGER II Planning Grants for the purpose of planning and designing eligible projects including transportation corridors or regional transportation systems.

The TIGER II Discretionary Grant is a competitive grant program. For 2010, $600 million is available nationally to fund transportation projects that cost at least $10 million. The minimum funding amount for a TIGER II Discretionary Grant application is $10 million, with the optimal range being $20-30 million. The maximum funding amount for a TIGER II Planning Grant application is $3 million. A TIGER II Planning Grant application can be made separately or as part of a TIGER II Discretionary Grant application.

On July 20, 2010, the City Council approved the submittal of a pre-application for 2010 TIGER II Discretionary Grants and Planning Grants to fund transportation and transit project improvements identified in the Downtown Wichita Draft Master Plan. The pre-application was submitted to USDOT on July 26, 2010. Final applications are due on August 23, 2010. A minimum 20% local match is required, with greater local match amounts increasing the competiveness of the grant application.

Analysis: Staff is proposing that the City submit a 2010 TIGER II Discretionary Grant and Planning Grant application to fund the transportation and transit project improvements identified in the Draft Downtown Wichita Revitalization Master Plan, including street improvements to Douglas from Washington to Hydraulic as identified in the Douglas Design District Streetscape Improvement Plan.

The total project costs are estimated at $35 million. Staff is proposing a 30% local match in the amount of $10.5 million, which would leverage $24.5 million in federal funds if the grant application is successful. Staff proposes greater than the 20% minimum local match in order to increase the competiveness of the grant application.

The project description and cost estimates for the projects proposed for grant funding are summarized in the table below. With the exception of Waterman, each project includes streetscaping improvements and pedestrian crossings. Greater detail and maps of the project elements and associated cost estimates are included in the attached document entitled, "TIGER II Discretionary Grant: Projects for Implementing the Downtown Master Plan."

Project Description and Cost Estimates

Project Description	**Cost Estimate**
Main, convert to two-way from Douglas to Murdock	$2,440,000
Market, install bike lane from Kellogg to Murdock	$3,705,000
Topeka, install bike lane from Kellogg to Murdock	$1,170,000
Emporia, install on-street parking from Kellogg to Waterman & William to 2nd Street	$880,000
St. Francis, convert to two-way from Lincoln to Waterman & Douglas to 2nd Street	$3,455,000
Commerce, reconstruct with streetscaping from Kellogg to Waterman	$2,030,000
2nd Street, install bike lane from Wichita to Hydraulic	$2,555,000
1st Street, install bike lane from Wichita to Hydraulic	$1,905,000
Douglas, Douglas Design District and Downtown Master Plan improvements	$6,875,000
William, convert to two-way from Main to Emporia	$475,000
English, convert to two-way from Main to Emporia	$1,990,000
Waterman, install "share the road" bicycle markings from Sycamore to Hydraulic	$22,000
Lewis, reconstruction with streetscaping from Main to St. Francis	$2,475,000
McLean, install on-street parking from 2nd Street to Maple	$523,000
Sycamore, reconstruct connection to McLean with traffic signal	$1,000,000
Q-Line routes expansion	$3,500,000
Total	**$35,000,000**

Financial Considerations: The current 2009-2018 Wichita Capital Improvement Program (CIP) has $5.2 million budgeted for improvements to the following streets located within the project area: Market, St. Francis, Commerce and Lewis. This $5.2 million would be $1.8 million short of the minimum 20% local match requirement for the grant application. To be more competitive, a 30% local match would require $10.5 million in local funding (an additional $5.3 million of projects would have to be re-programmed in the CIP). Staff recommends a shifting of current CIP project priorities to meet the local match requirements, should the City be fortunate enough to be awarded the full grant amount requested.

Goal Impact: Approving the application for a 2010 TIGER II Discretionary Grant and Planning Grant would impact two goal areas. It supports the goal to Promote Economic Vitality, and the goal to Support a Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: On July 20, 2010, the City Council approved a resolution that states that the City accepts responsibility for the coordination of this project and is committed to funding the local match contribution and the maintenance for the life of the project.

Recommendations/Actions: It is recommended that the City Council approve the grant application to the U.S. Department of Transportation (USDOT), Federal Highway Administration for a 2010 TIGER II Discretionary Grant and Planning Grant.

Attachments: TIGER II Discretionary Grant: Projects for Implementing the Downtown Master Plan

TIGER II Discretionary Grant
Projects for Implementing the Downtown Master Plan

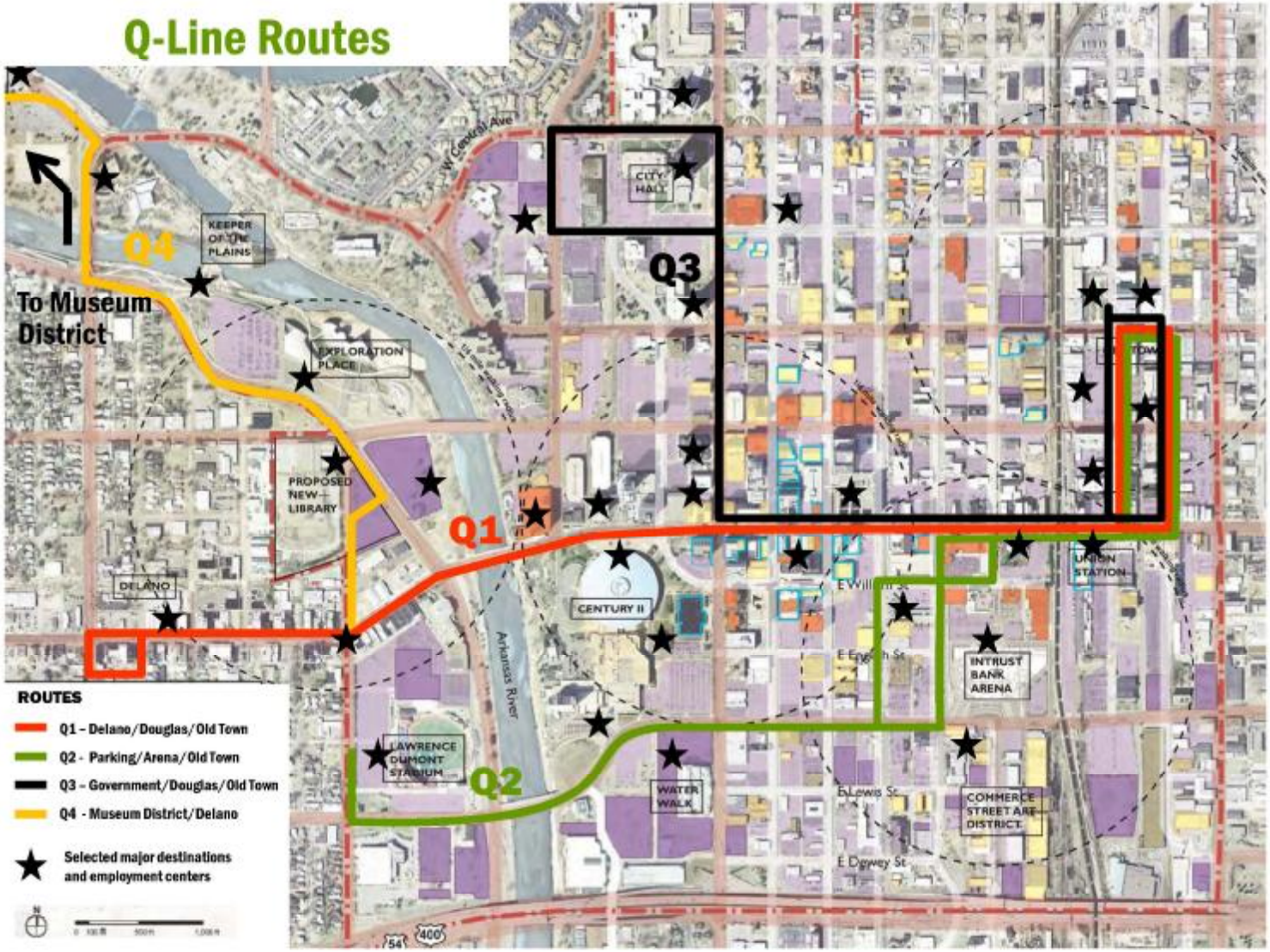
The projects for TIGER II Discretionary Grant funding are Q-Line Routes 1, 2 & 3, as identified in the *Downtown Wichita Draft Master Plan*, along with the street improvement projects listed below that are identified in the plan's "Interim Operating Environment." In the Interim Operating Environment, many of the one-way streets would remain one-way, but would be improved and would include planning and design for conversion to two-way with the eventual implementation of the plan's "Long-Term Operating Environment." When implemented, the Long-Term Operating Environment would provide for a downtown transit and street system operating exclusively on two-way streets. The design for street improvements to be funded with TIGER II funding would allow for the eventual conversion to a two-way system with minimal modifications that would entail primarily restriping, signal improvements, and minor geometric improvements. Maps on pages 5 and 6 illustrate the Q-Line Routes and the street segments to be improved. Grant funding would be sought for planning/design and construction/acquisition of the improvements listed below.

Project	Scope	Location	Cost
Main	Convert to two-way (mill/overlay, traffic signal, geometric improvement)	Murdock to Douglas	$1,550,000
	Streetscaping (amenities, street trees, sidewalk repair)	Murdock to Douglas	$550,000
	Pedestrian crossings/traffic calming	Murdock to Douglas	$120,000
	Planning and Design	Murdock to Douglas	$220,000
			$2,440,000
Market	Street reconstruction – bike lane, streetscaping, ped. crossings (one-way)	Douglas to Kellogg	$2,660,000
	Mill and overlay with bike lane (remain one-way)	Murdock to Douglas	$400,000
	Streetscaping (amenities, street trees, sidewalk repair)	Central to Douglas	$375,000
	Pedestrian crossings/traffic calming	Central to Douglas	$120,000
	Planning and Design	Murdock to Douglas	$150,000
			$3,705,000
Topeka	Mill and overlay (where necessary) with bike lane (remain one-way)	Murdock to Waterman	$600,000
	Streetscaping (amenities, street trees, sidewalk repair)	2nd to Waterman	$375,000
	Pedestrian crossings/traffic calming	2nd to Waterman	$90,000
	Planning and Design	Murdock to Waterman	$105,000
			$1,170,000

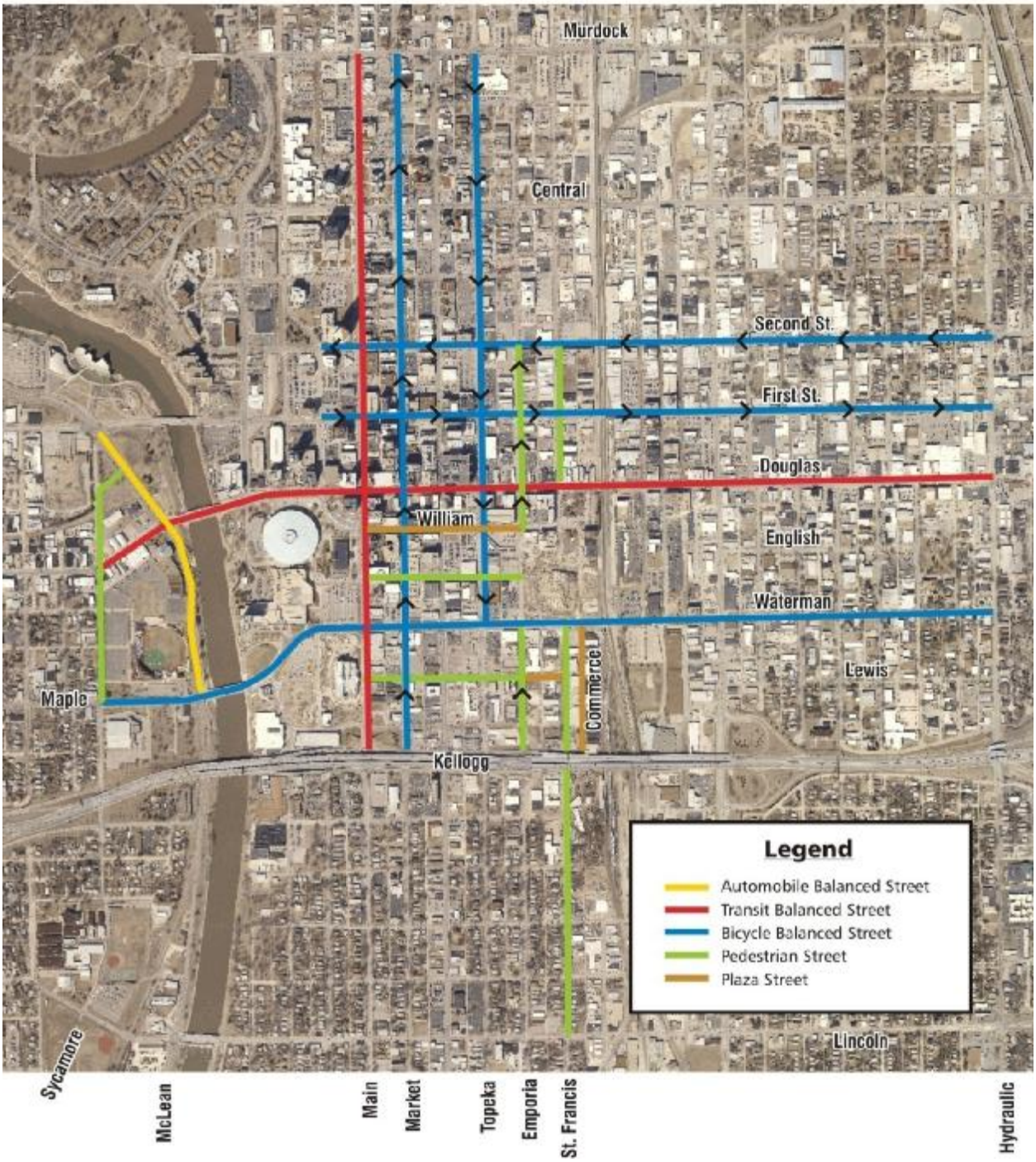
Project	Scope	Location	Cost
Emporia	Mill and overlay with on-street diagonal/parallel (east/west) parking (remain one-way)	Waterman to Kellogg 2nd to William	$110,000 $180,000
	Streetscaping (amenities, street trees, sidewalk repair) and pedestrian crossings/traffic calming	Waterman to Kellogg 2nd to William	$190,000 $320,000
	Planning and Design	Waterman to Kellogg 2nd to William	$30,000 $50,000
			$880,000
St. Francis	Street reconstruction and conversion to two-way with streetscaping and pedestrian crossings	Waterman to Kellogg 2nd to Douglas	$1,840,000 $1,200,000
	Mill and overlay and conversion to two-way	Kellogg to Lincoln	$250,000
	Planning and Design	Waterman to Kellogg 2nd to Douglas Kellogg to Lincoln	$120,000 $20,000 $25,000
			$3,455,000
Commerce	Street reconstruction with streetscaping and connection to St. Francis	Waterman to Kellogg	$1,905,000
	Planning and Design	Waterman to Kellogg	$125,000
			$2,030,000
2nd	Mill and overlay with bike lane (remain one-way)	Wichita to St. Francis Washington to Hydraulic	$200,000 $250,000
	Street reconstruction – with streetscaping, pedestrian crossings, and bike lane (remain one-way)	St. Francis to Washington	$1,050,000
	Streetscaping (amenities, street trees, sidewalk repair)	Wichita to Washington	$650,000
	Pedestrian crossings/traffic calming	Wichita to Washington	$180,000
	Planning and Design	Wichita to Washington Washington to Hydraulic	$200,000 $25,000
			$2,555,000

Project	Scope	Location	Cost
1st	Mill and overlay with bike lane (remain one-way)	Wichita to St. Francis Washington to Hydraulic	$200,000 $250,000
	Street reconstruction – with streetscaping, pedestrian crossings, and bike lane (remain one-way)	St. Francis to RR Overpass RR Overpass to Washington	$375,000 $75,000
	Streetscaping (amenities, street trees, sidewalk repair)	Wichita to Washington	$650,000
	Pedestrian crossings/traffic calming	Wichita to Washington	$180,000
	Planning and Design	Wichita to Washington Washington to Hydraulic	$150,000 $25,000
			$1,905,000
Douglas	Douglas Design District Streetscape Improvement Plan	Washington to Hydraulic	$4,300,000
	Mill and overlay with transit pavement markings	Sycamore to Washington	$500,000
	Streetscaping (amenities, street trees, sidewalk repair)	Sycamore to Washington	$1,170,000
	Pedestrian crossings/traffic calming with traffic signal	Sycamore to Washington	$275,000
	Planning and Design	Washington to Hydraulic Sycamore to Washington	$430,000 $200,000
			$6,875,000
William	Mill and overlay and conversion to two-way	Main to Emporia	$150,000
	Streetscaping (amenities, street trees, sidewalk repair)	Main to Emporia	$225,000
	Pedestrian crossings/traffic calming	Main to Emporia	$60,000
	Planning and Design	Main to Emporia	$40,000
			$475,000
English	Street reconstruction and conversion to two-way and diagonal parking	Main to Emporia	$1,500,000
	Streetscaping (amenities, street trees, sidewalk repair)	Main to Emporia	$250,000
	Pedestrian crossings/traffic calming	Main to Emporia	$60,000
	Planning and Design	Main to Emporia	$180,000
			$1,990,000
Waterman	“Share the road” bicycle markings and signage	Sycamore to Hydraulic	$20,000
	Planning and Design	Sycamore to Hydraulic	$2,000
			$22,000

Project	Scope	Location	Cost
Lewis	Street reconstruction with landscaped median and parallel parking	Main to St. Francis	$2,000,000
	Streetscaping (amenities, street trees, sidewalk repair)	Main to St. Francis	$325,000
	Pedestrian crossings/traffic calming	Main to St. Francis	$60,000
	Planning and Design	Main to St. Francis	$90,000
			$2,475,000
McLean	Addition of on-street parallel parking	2nd to Maple	$100,000
	Construction of sidewalk	Douglas to Maple	$43,000
	Streetscaping (amenities, street trees, sidewalk repair)	2nd to Maple	$240,000
	Pedestrian crossings/traffic calming	2nd to Maple	$90,000
	Planning and Design	2nd to Maple	$50,000
			$523,000
Sycamore	Traffic signal and connection to McLean	McLean to Maple	$500,000
	Streetscaping (amenities, street trees, sidewalk repair)	McLean to Maple	$240,000
	Pedestrian crossings/traffic calming	McLean to Maple	$60,000
	Construction of sidewalk	McLean to Douglas	$100,000
	Planning and Design	McLean to Maple	$100,000
			$1,000,000
Transit	Trolleys		$1,650,000
	Stops		$1,575,000
	Planning and Design		$275,000
			$3,500,000
		Subtotal Planning & Design	$2,612,000
		Subtotal Street Construction	$29,163,000
		Subtotal Transit Capital	$3,225,000
		Total TIGER II Grant	$35,000,000


Q-Line Routes
Q4
To Museum District
KEEPER OF THE PLAINS
EXPLORATION PLACE
PROPOSED NEW LIBRARY
DELANO
Q1
CITY HALL
Q3
W Central Ave
CENTURY II
Arkansas River
LAWRENCE DUMONT STADIUM
Q2
WATER WALK
E Lewis St
E Douglas St
INTRUST BANK ARENA
COMMERCE STREET ART DISTRICT
UNION STATION
ROUTES
Q1 – Delano/Douglas/Old Town
Q2 - Parking/Arena/Old Town
Q3 – Government/Douglas/Old Town
Q4 - Museum District/Delano
Selected major destinations and employment centers

TIGER II Discretionary Grant Street Projects Map



Agenda Item No. XII-10

City of Wichita
City Council Meeting
August 17, 2010

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: In mid-June, a notice of new funding availability was issued by the U.S. Department of Housing and Urban Development (HUD) for the Community Challenge Planning Grant Program. Monies are available for the purpose of funding the development and implementation of local corridor or district plans and strategies that promote livability and sustainability that will foster reform and reduce barriers to achieve affordable, economically vital, and sustainable communities.

The Community Challenge Planning Grant is a competitive grant program available to local units of government, although local governments are encouraged to partner with other community organizations. For 2010, $40 million is available nationally to fund planning grants. The maximum funding amount for a Community Challenge Planning Grant application is $3 million.

Applications for the Community Challenge Planning Grant Program are due August 23, 2010. A minimum 20% local match is required, which can be provided as cash, in-kind expenditures, or a combination of both. The local match can be provided by the City, partner organizations in the community, or a combination of both. Greater local match amounts increase the competiveness of the grant application.

Analysis: Staff is proposing that the City submit a Community Challenge Planning Grant application to fund several future planning initiatives identified in the Downtown Wichita Draft Master Plan. These planning initiatives include one project budgeted in the 2009-2018 Capital Improvement Program. The remainder are projects that the Planning Department staff will be assigned to undertake in future years. Receiving grant funds for these projects will leverage local resources and allow the projects to be completed within a three year period rather than an approximately 10-15 year period without grant funding. The proposed grant-funded projects, collectively entitled the Downtown Livability Action Plan, are:

1. Douglas Avenue Corridor Plan ($375,000) – A comprehensive retail strategy will be developed for the corridor, and a retail specialist will be funded to implement this strategy by recruiting retail and other appropriate ground floor uses, such as academic, arts and/or business incubation. A comprehensive housing development and financing strategy will be developed for the corridor that will focus on continued adaptive reuse of historic buildings as well as potential new construction opportunities. Designs of interpretive displays of Wichita history that enliven the walking experience also will be developed for the corridor.
2. Century II/WaterWalk District Plan ($495,000) – An area plan for the Century II/Waterwalk District, including a Century II master plan for expansion, will be developed. Market opportunities will be assessed, and a detailed cost/benefit analysis for pursuing a broader range of conventions through expansion will be developed. The impact of convention center expansion on performing arts functions will be assessed. Specific expansion improvements will be identified, along with projected economic benefits and a funding strategy. Opportunities to create additional housing in the district at Waterwalk and along Main Street will be evaluated with detailed funding strategies developed.

3. Commerce Street Arts District Plan ($150,000) – An area plan for the Commerce Street Arts District will be developed that includes strategies to support the arts community with affordable studio, gallery and living space. This plan will build upon the streetscape designs currently in process that are intended to increase walkability with new street and pedestrian links and address improved access and parking needs to maintain viability of existing businesses. This plan will determine appropriate commercial and housing development locations that expand choices in the district without creating a gentrifying effect.
4. Old Town District Expansion Plan ($465,000) – An area plan for Old Town District expansion will be developed that includes elements of the First Street String of Pearls and expansion of the Old Town District to the south to take advantage of the redevelopment opportunities at Union Station. This plan will explore the possibilities of fostering a performing arts district along 1st Street and providing housing in the areas near Old Town. The Coleman site will be studied in depth to confirm site remediation costs and determine the available range of future site uses.
5. Governmental Center District Plan ($310,000) – An area plan for the Governmental Center District will be developed by working with the City, County, and Federal governments to coordinate long-term plans for their facilities near Central and Main. The potential need for new office space will be thoroughly assessed, with locations for employment and service centers identified that benefit from future transit service expansion. Plans for improving walking and recreational path connections, including enhanced access to the planned new YMCA, Arkansas River, and adjacent neighborhoods will be developed.
6. Downtown Visitor Amenity Plan ($205,000) – A plan will be developed that will coordinate pedestrian-oriented wayfinding, maps, transit services, information on parking, and marketing to address the perspective of different downtown visitors: Arena/Century II audiences, hotel/convention guests, local dining, young professionals, etc. This plan will include designs for comprehensive wayfinding improvements in downtown.

The total project costs are estimated at $2 million, with $1,525,000 in proposed grant funding. Staff is proposing a 23.75% local match or $475,000, with $205,000 (approximately 43%) of the local match proposed to be funded by the City of Wichita. The remainder of the local match is proposed to be funded by the City's project partners: the Wichita Downtown Development Corporation ($275,000) and the Greater Wichita Chamber of Commerce ($45,000). A resolution of commitment for the City's portion of the local match must be approved by the Wichita City Council and submitted with the grant application. The Wichita Downtown Development Corporation and the Greater Wichita of Chamber of Commerce also will submit written commitments of their portion of the local match with the grant application.

Financial Considerations: The current 2009-2018 Wichita Capital Improvement Program (CIP) has $100,000 budgeted for the design of Comprehensive Wayfinding Improvements for downtown. The proposed grant-funded Downtown Visitor Amenity Plan will include the design of the wayfinding improvements funded by the CIP; therefore, it is recommended that the $100,000 budgeted in the CIP be used as a local cash match for grant. Additionally, the Principal Planner in the Advance Plans Division of the Planning Department will be assigned to oversee the planning projects to be funded by the grant. Salary and benefit expenses representing one-third of the cost of this position ($105,000 over the three-year grant period) are recommended to be provided as an in-kind grant match.

Goal Impact: Approving the grant application would impact two goal areas. It supports the goal to Promote Economic Vitality and the goal to Support a Dynamic Core Area and Vibrant Neighborhoods.

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

Recommendations/Actions: It is recommended that the City Council approve the grant application to the U.S. Department of Housing and Urban Development (HUD) for the Community Challenge Planning Grant Program and authorize the Mayor to sign the Resolution committing to the local match requirement.

Attachment: Resolution

RESOLUTION NO. 10-226

A RESOLUTION OF THE CITY OF WICHITA TO APPROVE THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY CHALLENGE PLANNING GRANT PROGRAM.

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

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the U.S. Department of Housing and Urban Development (HUD) for the Community Challenge Planning Grant Program; and

WHEREAS, Federal monies are available under Community Challenge Planning Grant Program for the purpose of funding the development and implementation of local corridor or district plans and strategies that promote livability and sustainability that will foster reform and reduce barriers to achieve affordable, economically vital, and sustainable communities.

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

SECTION 1. The City of Wichita, Kansas hereby approves the submission of a grant application for funding a Downtown Livability Action Plan through the Community Challenge Planning Grant Program.

SECTION 2. The City of Wichita, Kansas hereby agrees to provide $100,000 in local matching funds and $105,000 in leveraged resources in the form of an in-kind contribution of the payment of salaries and benefits of City of Wichita staff assigned to the project, with the remainder of the grant matching requirement being provided as in-kind contributions by the project partners: the Wichita Downtown Development Corporation and the Greater Wichita Chamber of Commerce.

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this 17th day of August 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

_____
Gary Rebenstorf, Director of Law

CITY OF WICHITA
CITY COUNCIL MEETING
August 17, 2010

TO: Mayor and City Council

SUBJECT: HUD Sustainable Communities Regional Planning Grant Program Application (All Districts)

INITIATED BY: Department of Public Works
Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the grant Memorandum of Agreement.

Background: The U.S. Department of Housing and Urban Development (HUD) has announced a competitive grant opportunity to develop and increase community regional planning efforts. An eligible applicant is a multijurisdictional and multi-sector partnership consisting of a consortium of government entities and non-profit partners. These regional plans 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.

Under the Sustainable Communities Regional Planning Grant Program, a regional consortium within a Metropolitan Statistical Area (MSA) can apply for competitive grants to support the preparation of a regional plan for sustainable development that coordinates housing, transportation and other infrastructure planning and investments in order to promote livability, equitable development and environmental protection. For a metropolitan statistical area with a population of more than 500,000, the minimum grant award is $500,000 and the maximum award is $5 million to be utilized over a three year period. The amount of the grant request is still currently being developed. The grant application is due on August 23, 2010.

Analysis: For the Wichita MSA, the Regional Area Economic Partnership (REAP) will be the official grant program applicant representing a consortium of partners consisting of the following local governments: Wichita, El Dorado, Newton, Hutchinson, Wellington, Butler County, Harvey County, Reno County and Sumner County. The Wichita Area Metropolitan Planning Organization (WAMPO) and Visioneering Wichita will also participate as required MPO and non-profit organization consortium partners respectively. The Kansas Health Foundation will also be a consortium partner. The Consortium will be governed by a Memorandum of Agreement as attached to this report.

Grant award announcements are expected in October, 2010. Successful grant applicants will have three years to complete the regional plan for sustainable development. If this grant is awarded, Council will be provided with additional documents to finalize the project.

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

Financial Considerations: REAP will be the grant applicant and anticipates seeking approximately $7.3 million in grant and in-kind leveraged match. The applicant must provide a minimum of 20% of the requested grant amount in leveraged resources in the form of cash and/or verified in-kind contributions. Leveraged resources have been identified in the attached Memorandum of Agreement from the

Metropolitan Area Planning Department, Department of Public Works, Housing and Community Development, and Wichita Transit. These departments will contribute to the development of a regional plan as in-kind labor and other expenses if the consortium is awarded the grant. The annual leveraged in-kind match proposed will not exceed $125,843 and for the three year planning process will not exceed $377,528. This is equivalent to approximately 1.02 FTE annually.

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

Recommendation: Approve the grant Memorandum of Agreement and authorize the necessary signatures.

Attachment:
Consortium's Memorandum of Agreement for HUD Sustainable Communities Regional Planning Grants Program

MEMORANDUM OF AGREEMENT
For
HUD SUSTAINABLE COMMUNITIES PLANNING GRANTS PROGRAM.

This Memorandum of Agreement ("Agreement") is entered into between the counties of Butler, Harvey, Reno and Sumner and the cities of Wichita, El Dorado, Newton, Hutchinson, and Wellington, Visioneering Wichita and the Wichita Area Metropolitan Planning Organization, hereinafter referred to as "the Consortium," to define the duties and obligations of, and procedures to be followed by the Sustainable Communities Planning Grants Program of the United States Department of Housing and Urban Development, hereinafter to be referred to as the "Grant Program" on this _____ day of _____, 2010.

WHEREAS, Consortium is the applicant of a grant award from Grant Program; and

WHEREAS, with respect to the cities and counties of the Consortium, this Agreement is made under the authority of K.S.A. 12-2908, which authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking that each is authorized by law to perform; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

NOW, THEREFORE, each member of the Consortium agrees as follows:

1. **Membership of Consortium and Designation of Applicant Agent.** Membership in the Consortium includes the counties of Butler, Harvey, Reno and Sumner and the cities of Wichita, El Dorado, Newton, Hutchinson, and Wellington, Visioneering Wichita and the Wichita Area Metropolitan Area Planning Organization.

   Through this Agreement, the Consortium has designated the Regional Economic Area Partnership ("REAP"), to carry out the duties of the Consortium, except for the responsibility to serve as fiscal agent, which is the sole responsibility of City of Wichita.

   REAP is a council of local governments in South Central Kansas that have voluntarily joined together for two primary purposes: first, to guide state and national actions that affect economic development in the region; and second, to adopt joint actions among member governments that enhance the regional economy.

Consortium members agree to provide all resources reasonably necessary to assist REAP in completing the application.

2. **Purpose of the Program.** The grant will support multijurisdictional planning efforts that integrate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of 1) economic prosperity through competitiveness and revitalization; 2) social equity, inclusion, and access to opportunity; 3) energy use and climate change; and 4) public health and environmental impact.

   The program translates the six Livability Principles into strategies that direct long-term development and reinvestment, address issues of regional significance, and engage stakeholders and citizens in meaningful decision-making roles.

   Six (6) Livability Principles:

   1) Provide more transportation choices;
   2) Promote equitable, affordable housing;
   3) Enhance economic competiveness;
   4) Support existing communities;
   5) Coordinate policies and leverage investment; and
   6) Value communities and neighborhoods.

   Grant Product:

   Regional Plan for Sustainable Development
   Detailed Execution Plans and Programs
   Limited Predevelopment planning activities for a catalytic project/projects central to achieving sustainability through the regional planning process.

3. The City of Wichita agrees to provide the following leveraged resources as detailed below:

Assistant Public Works Director	$14,900.53	0.04	FTE/YR
Division Manager (Building Services)	$14,681.00	0.04	FTE/YR
Fleet Manager	$13,249.09	0.04	FTE/YR
City Engineer	$29,464.65	0.06	FTE/YR
Stormwater Manager	$19,718.60	0.06	FTE/YR
Environmental Initiatives Manager	$31,840.04	0.08	FTE/YR
Sewage Treatment Manager	$19,611.80	0.06	FTE/YR
Water Pumping Assistant Manager	$19,225.16	0.06	FTE/YR
Planning Director	$85,848.53	0.16	FTE/YR
Advanced Plans Manager	$55,721.85	0.16	FTE/YR

Principal Planner, Advanced Plans	$43,780.50	0.16	FTE/YR
Housing and Community Services Director	$12,007.39	0.03	FTE/YR
Home-ownership Manager	$7,018.33	0.02	FTE/YR
Planning Analyst, Transit	$10,460.25	0.06	FTE/YR
Total In-Kind/Leveraged Match	$377,527.71	1.02	FTE/YR

4. **Liability.** Nothing in the performance of this Agreement shall impose any liability for claims against Consortium or its individual member governmental entities, or their officers, agents or employees, other than claims for which liability may be imposed by the Kansas Tort Claims Act. Each party to this Agreement will be responsible for its own actions in obtaining grant funds or providing services under this Agreement and shall not be liable for any civil liability that may arise from the obtaining of grant funds or the furnishing of services by other parties.

5. **Indemnification.** All parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other parties, their officers, agents, and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

6. **Term.** This Agreement shall become effective once it is reviewed and approved by each Consortium member and shall continue for three years from the date of the grant award, or until rescinded or superseded by a new Memorandum of Agreement.

7. **Amendment.** This Agreement may be modified by circulating the proposed language to all Consortium members for review and comment at least thirty (30) days prior to being presented to the full membership for approval. The modification in its final form shall be signed by all members of the Consortium.

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

Regional Economic Area Partnership ("REAP")	**City of Wichita**
Misty R. Bruckner	John Schlegel
Coordinator of Community Outreach	Director, Planning Department
Hugo Wall School of Urban and Public Affairs	455 N. Main Street, 10th Floor
Wichita State University Office: (316) 978-6527	Wichita, KS 67202 Office: (316) 268-4421

IN WITNESS WHEREOF, the parties- hereto have executed this agreement the day and year first written above.

THE CITY OF WICHITA, KANSAS

_____ Date: _____

Carl Brewer, Mayor

ATTEST:

_____ Date: _____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 17, 2010

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration – Lease No. DTFASW-10-L-00268
2204 South Tyler Road – Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Since June 1992, the Federal Aviation Administration (FAA) has leased the facility located at 1801 Airport Road for the following divisions: Aircraft Certification Office (ACO), Automated Flight Service Station (AFS), Flight Standards District Office (FSDO), and Manufacturing Industrial District Office (MIDO). FAA's Real Estate Contracting Officer has requested the MIDO staff be relocated to the 3,188 sq. ft. facility at 2204 South Tyler Road. This is primarily due to the expanded growth within the federal government. The federal government has created 55 new positions for ACO; 145 new positions created for FSDO, and five new positions added to MIDO. Consequently, the MIDO group who currently occupies 1,897 sq. ft. of office area at the 1801 facility has been forced to relocate.

Analysis: Based upon the FAA's current needs, they are desirous of leasing the 2204 South Tyler Road facility for a five-year period. Previously, the National Oceanic Atmospheric Administration occupied the facility until they relocated to their new location. The Tyler building was renovated in 2008, which included replacing the carpet, light fixtures, ceiling tiles, installed a new HVAC system, and remodeling the restroom facilities and break room.

Financial Considerations: Based upon an appraisal conducted by the Grubb & Ellis Martens Group, and subsequent negotiations with the FAA, a rental rate of $13.46 per sq. ft. will be charged**,** which will result in annual revenue to the Wichita Airport Authority of $42,910 for use of the 3,188 sq. ft. facility. The rental rate will continue throughout the term of the five-year period, effective October 1, 2010.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's airport partners to continue their operations on the airport; which, in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Agreement.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

LEASE for Real Property

Lease No: DTFASW-10-L-00268
ICT MIDO Office Space
Geographical Location: Wichita, Kansas

Section 1 – Space Lease

1. THIS LEASE, entered into by and between The WICHITA MID-CONTINENT AIRPORT AUTHORITY whose interest in the property hereinafter described is that of OWNER hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises:

Approximately 3188 square feet of rentable space located on the Wichita Mid-Continent Airport, more particularly described as 2204 S. Tyler, Wichita, Kansas. This building is not attached to any other facility and will be solely occupied by the Manufacturing Inspection District Office (MIDO). Premises includes an exclusive use parking area adjacent to the building for the exclusive use of Government vehicles, private vehicles of employees and visitors. Exhibit A, attached hereto and made a part hereof, reflects details of the premises.

3. TERM - To have and to hold, for the term commencing on October 1, 2010 and continuing through September 30, 2015 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after September 30, 2011, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of $42,910.44 per annum shall be payable monthly to the Lessor in arrears in the amount of $3,575.87. Utilities are included. Payment will be due on the fifth workday of each month following the end of the period for which payment is being made, without the submission of invoices or vouchers. Subject to

available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to:

Mid-Continent Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

5a. ANNUAL BREAKDOWN OF COSTS AS FOLLOWS:
Base rental $12.00 psf
Utilities: 1.46 psf

5b. SUBMISSION OF ADDITIONAL UTILITY EXPENSE: The Wichita Mid-Continent Airport has given the FAA a utility allowance of $1.46 psf included in the rental amount.

5c. TENANT IMPROVEMENTS: The Lessor agrees to provide upgrades to the restrooms to meet the current standards for the American with Disabilities Act and Architectural Barriers Act Guidelines (ABAAS). The Lessor also agrees to provide additional tenant improvements as requested provide space as noted on Exhibit B attached. Compensation for the cost of tenant improvements will be made in a lump sum payment when the work is completed.

Lessor will provide an actual cost of work associated with the improvements and upon approval by the Real Estate Contracting Officer, the Government will reimburse the labor and material costs of the project, this will include a 12% administrative fee to the Wichita Mid Continent Airport Authority. Payment for the tenant finish out will be made within 30 days upon the inspection and acceptance by the Government and the receipt of a detailed invoice. Total cost of the project, including fees, is not to exceed $25,000.00.

The Airport Authority agrees to make a good faith effort to substantially comply with the provisions of the lease attachments. Government improvements that require additional modifications to meet the space requirements/standards of the FAA will be conveyed to the Lessor in writing and funded by the FAA.

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.) Services, utilities, and maintenance will be provided daily, extending from 6:00a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week.

The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT 68-72 DEG F
ELECTRICITY
SPECIAL POWER – NOTED BELOW
WATER (hot & cold)
SNOW REMOVAL
TRASH REMOVAL
CHILLED DRINKING WATER
HVAC Cooling – 68-75 DEG. F
GROUND MAINTENANCE
INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
PAINTING – Space painted at a minimum every 5 years

Janitorial shall be acquired under a separate agreement by the Government.

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.
(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within 60 days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspection the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall

have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
Work or services;
Facilities or space layout; or
Amount of space, provided the Lessor consents to the change.

(1) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:
An equitable adjustment in the rental rate;
A lump sum equitable adjustment; or
An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.
(2) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
(3) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(1) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(2) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(4) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO

7O2. PROTEST (11/03)

(1) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(2) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(3) Protests shall be in writing and shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(4) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(1) Method of payment.

(a). All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

(b). In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

(1). Accept payment by check or
(2). Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(c). In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(2) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(3) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(4) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(5) Liability for incomplete or erroneous transfers.

(a). If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;
(ii) Paying any late payment penalty due; and
(iii) Recovering any erroneously directed funds.

(b) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(6) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(7) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(8) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(a) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(b) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and

method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: https://fmsapps.treas.gov/paid/. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7Q 2 through 4 - NOT APPLICABLE

7Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(1) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(2) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTRUBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.
In the event of any sale of the premises, or any portion thereof, or any such transfer of

ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor. Subleasing shall be limited to aviation related purposes only with written approval of the Airport Authority.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees
to comply with the rules, regulations, and relevant orders of the Secretary of Labor

(Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.
All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

(1) COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

(2) LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such

payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not

less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3 - Closing

NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

Mid-Continent Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

FEDERAL AVIATION ADMININSTRATION
ATTN: Real Estate and Utilities Group
2601 Meacham Boulevard
Ft. Worth, Texas 76137

ATTCHMENTS -

See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF OWNER*(Type or Print)*	9b. SIGNATURE OF OWNER	9c. DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER*(Type or Print* PATSY J. MCCOMIS	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

Lease No: DTFASW-10-L-00268
ICT MIDO Office Space
Wichita, Kansas

CORPORATE CERTIFICATE

I, Karen Sublett, certify that I am the City Clerk of the Municipal Corporation named in the foregoing agreement, that Carl Brewer, Mayor, who signed on behalf of that municipal corporation, was then duly elected and empowered by state statute and municipal ordinance to act on behalf of that corporation, that said agreement was duly signed for and in behalf of said municipal corporation by authority of its governing body, and is within the scope of its corporate powers.

Dated this 17th day of August, 2010.

Signed by _____

Karen Sublett, City Clerk

CORPORATE SEAL

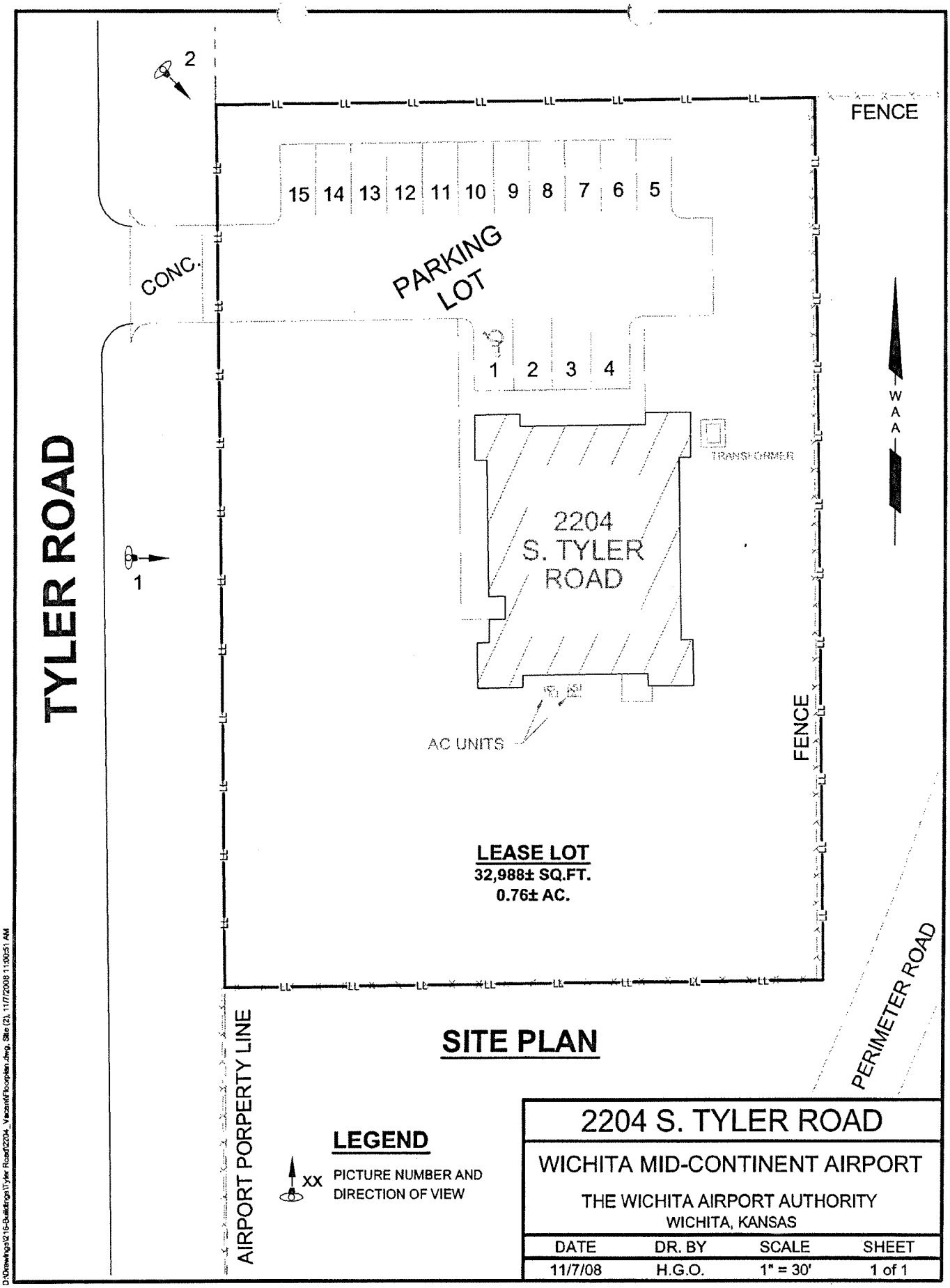
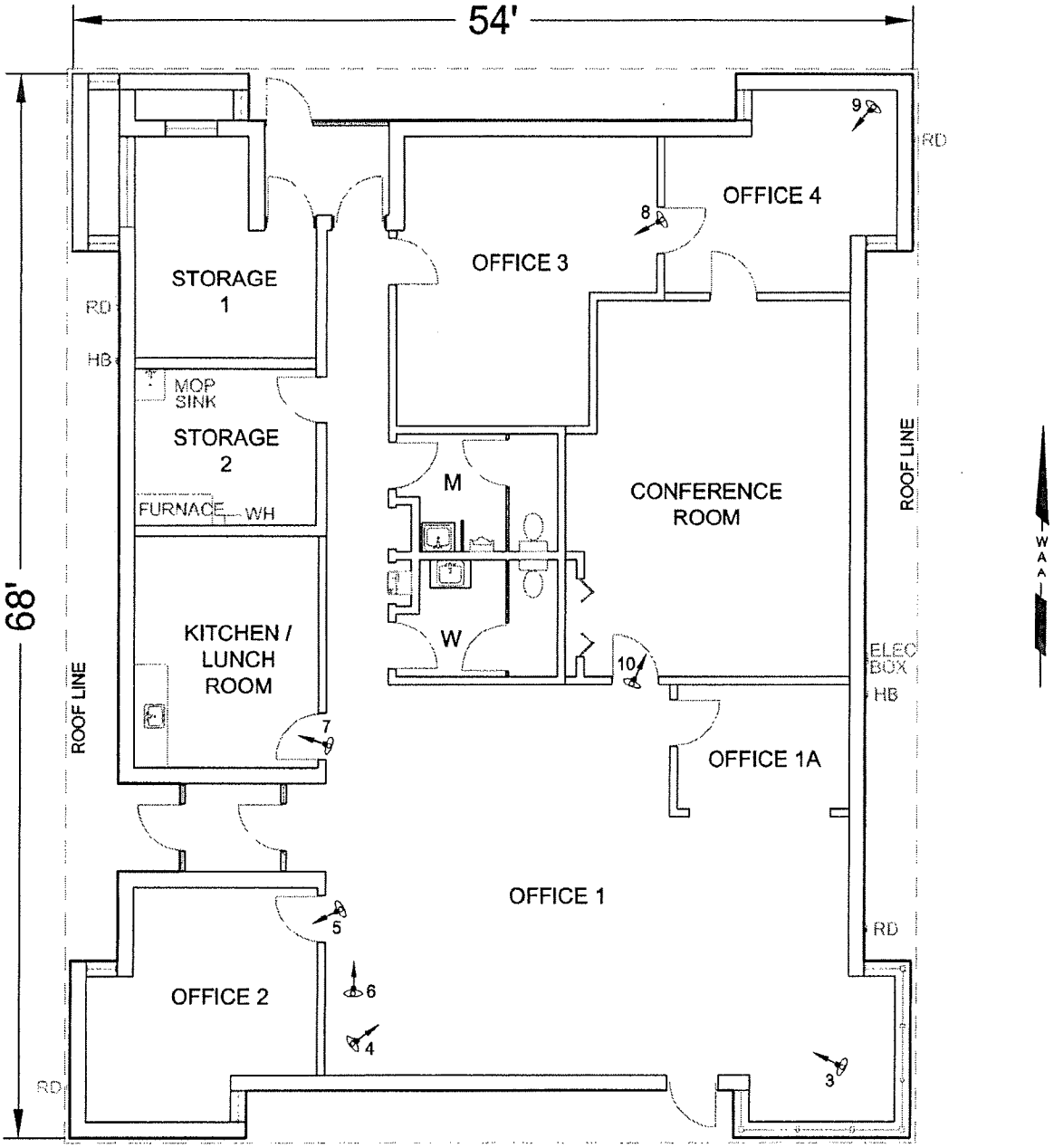


EXHIBIT A
PAGE 1



FLOOR PLAN

(3,188± sq.ft.)

LEGEND

XX PICTURE NUMBER AND DIRECTION OF VIEW

RD ROOF DRAIN

HB HOSE BID

2204 S. TYLER ROAD			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
11/7/08	H.G.O.	1" = 10'	1 of 1

D:\Drawings\216-Buildings\Tyler Road\2204_Vacant\Floorplan.dwg, Floorplan (2), 11/7/2008 11:00:55 AM

EXHIBIT A
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ATTACHMENT A

Lease No: DTFASW-10-L-00268

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores or hardware with cores as needed to meet FAA requirements.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-75 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide 15 reserved off-street parking spaces located adjacent or near the building. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (7/09)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Multi-user water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be

applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

- Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.
- Electrical power to the premises for the operation of lights, communications equipment, and office machines.
- Water (hot and cold) and sewer to leased premises.
- Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction

and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

- (1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 - Condition Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 - Contracting Officer's Representative (COR) (10/96) – not applicable

D4-Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires: (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise it's legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D10 - Interest For Late Payments (10/96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within 30 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than $1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

(i) Name and address of the Lessor.

(ii) Invoice date.

(iii) Lease Number

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent

D11 - Janitorial Services (10/96) – Government to Contract separately for Janitorial.

D12 - Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D15 - Operating Costs Escalator

Beginning with the second year of the lease and each year after, Government shall be notified in writing that additional operating costs were incurred. Upon the allocation of funds for the additional expense, the Lessor will submit actual invoices to the Government with supporting documentation to justify any additional operating costs. Said invoice shall be submitted no later than June 30, of each year in order to allow sufficient time for processing prior to the Government's fiscal year end (September 30). When Contracting Officer has received available funding appropriations and agreement has been reached by the Lessor and the Government on the payment amount, the Government shall make a one-time, lump sum payment to reimburse the Lessor, Each subsequent year of this lease, this method shall be used to reimburse the Lessor for actual costs.

If Government exercises an option to extend the lease term at the same rate as that of the original term, the option price shall be based on the adjustments during the original term. Annual adjustments will continue.

In the event of any decreases in the cost of living index occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

The base for the operating costs adjustment will be $1.46 psf. For utilities.

D16-Plans (8/02)

Thirty days after occupancy, lessor must submit a final set of hard copy as-built plans and reproducible floor plans in 1/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be dwg format. All files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. The submitted disks shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operators shall demonstrate the submission on FAA equipment, if requested by the Real Estate Contracting Officer.

D17 - Progressive Occupancy (10/96)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

D18 - Tax Adjustment (10/96)

(a) The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (2010). Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts are

submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment.

(b) The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.

(c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings.

(d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

D19 - Time Extensions (10/96)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at 816-329-3712 for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

E-2. Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;
(2) Sensitive information; and/or;
(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains. Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: LOW RISK

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data

into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.
The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Personnel Security Specialist, ASW-700
FAA Southwest Regional Office
2601 Meacham Blvd.
Fort Worth, TX 76137

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the

interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

Certification of Seismic Compliance

FAA Safety and Environmental Certification Checklist

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at _2204 S. Tyler Road__ .

Complete This Section:

____Leased building and premises are fully compliant with ABAAS section F202.6.

OR

____Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

__X_ Leased building and premises will be compliant with ABAAS by 10/1/10_ (date) as much as technically feasible.

(Insert specific details on the improvements that are to be made)

Lessor shall ensure completion. All associated costs incurred shall be the responsibility of the FAA.

OR

Building and premises are exempt from ABAAS as described below.

_____ Facility is unmanned.

_____ ABAAS waiver from GSA Administrator on file.

_____ Other (Explain using pertinent ABAAS exemption).

ABAAS COMPLIANCE REPORT

LESSOR:

_____ _____

Date:

FEDERAL AVIATION ADMINISTRATION

_____ _____

Contracting Officer Date:

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: Wichita Airport Authority Tyler Road Facility

Street Address: 2204 S. Tyler Road

City: Wichita, State: KS Zip Code 67209

Approximate outside dimensions of building: 68' x 54'

Square footage of building 3,188 sq ft, Square footage of proposed space 3,188 sq ft

Total number of floors in building 1, Floors proposed space is on 1

Year Building constructed 1981, Year of last major renovation 2008

INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.

CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:

Security

X No Provisions ☐ Secure Building ☐ Alarm System ☐ Guard

☐ Controlled Entry ☐ Other,

Emergency Illumination:

X In Space offered ☐ In corridors ☐ In Stairwells

Building structural support

X Combustible (Timber, wood, etc.)

X Noncumbustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply): N/A

☐ Restaurants ☐ Storage ☐ Manufacturing ☐ Other, describe

☐ Laboratories ☐ Retail ☐ Industrial

Vertical openings between two or more floor: N/A

Stairs (check one): ☐ Open ☐ Enclosed with doors

Shafts (check one) ☐ Open ☐ Enclosed with doors;

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Other (check one) ☐ Open ☐ Enclosed with doors;_____

Sprinklers

X None ☐ Corridors only ☐ All but corridors & lobbies ☐ Total Building

☐ Other, describe locations_____

Fire fighting capability:

☐ None X Fire Extinguishers ☐ Standpipes

☐ Other,_____

Fire Alarm:

X None ☐ Building Alarm (**check all that apply**): ☐ Audible ☐ Visual

☐ Automatic Fire Dept. Notification

Smoke Detectors:

X None ☐ All Corridors ☐ Total Building ☐ Other, _____

Wall Interior Finishing in space being offered for lease:

X Painted walls of plaster, sheetrock, or masonry ☐ Wallpaper or vinyl wall covering

☐ Cloth or corkboard ☐ Wood paneling

☐ Other,_____

Emergency Egress **(Note - attach a sketch of the floor plan that shows the means of egress)**

☐ Two means of egress from the space offered for lease.

X Exit signs for each route.

☐ Some or all space offered is above or below grade level

If , so complete the following for applicable stairwells that are a part of the emergency egress routes from above or below grade space offered:

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

☐ Fire rated construction ☐ Stairwell doors that open in direction of egress

☐ Discharge Outside or into a protected fire corridor that discharges outside

☐ Emergency Lighting in Stairwell ☐ Stairwell doors have automatic door closers & latch

☐ All stairwells have adequate handrails

Asbestos:

X **None** ☐ **Nonfriable:**
Locations_____

☐ **Friable:**
Locations_____

☐ **If asbestos is present, an active asbestos management program is in place.**

PCB's :

X **None** ☐ **present:**
locations_____

Radon:

X **None** ☐ **Last test under 4.0 picocuries per milliliter (Date tested & results)**_____

Air Quality:

X **Air quality in space offered meets all EPA guidelines for clean air.**

☐ **Air quality in space does not meet EPA guidelines for clean air in the following areas:**_____

Drinking Water:

X **Drinking water meets all EPA guidelines for drinking water**

☐ **Drinking water does not meet EPA guidelines in the following areas:**_____

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

This information provided by the offeror on this form are materiel facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in anyway misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

Victor D. White, Director of Airports

Wichita Airport Authority, 2173 Air Cargo Road, Wichita, Kansas 67209

SIGNATURE:_____**DATE:**_____

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Buildings or New Buildings)

Date: _____ I certify that the building at

2204 South Tyler, Wichita, Kansas

_____

☐ is exempt according to RP-6* Section 1.3 paragraph 2,

☐ is a benchmark building according to RP-6* Section 1.3.1(attach documentation confirming compliance),

☐ is in compliance with the LIFE SAFETY requirement according to RP-6* Section 3.1, (attach documentation confirming compliance) or,

☐ Building meets appropriate seismic provisions of _____

(IBC or local seismic building code) edition of _____. (attach documentation confirming compliance).

Name of person completing certificate:

_____

(Print name)

Signature of person completing certificate:

_____

License No. _____ Field of Practice

_____

SEAL Expiration Date:

_____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 17, 2010

a. Lincoln Street Bridge at Armour (472-84703/715717/247133) See Special Provisions. (District II) - $635,000.00

b. SS #23 Relocation along I-135, Ph 2 (south of Central, east of Hydraulic) (468-84375/624087 /655534) Traffic will be maintained using flagpersons and barricades. (District I,III) - $14,110,000.00

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Petition to construct a Water Distribution System in Ideal Acres and Gow Acres Additions (south of 13th, east of Zoo Boulevard (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by three property owners representing 100% of the improvement district.

Analysis: The project will extend water service to two existing homes.

Financial Considerations: The petition totals $15,687. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by extending a waterline to existing homes.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

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

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project x
To Revise Project

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	7/28/2010	Water Distribution System in Ideal Acres & Gow Acres Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI 300434		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water	$15,687			$15,687
Multi Use Path				
Totals	$15,687			$15,687
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	x	
Ordered by WCC		

Remarks:

*Water Utility

448 90490

13. Recommendation: Approve the Petion and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on August 20, 2010

RESOLUTION NO. 10-227

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90490 (SOUTH OF 13TH, EAST OF ZOO BOULEVARD) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90490 (SOUTH OF 13TH, EAST OF ZOO BOULEVARD) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90490 (south of 13th, east of Zoo Boulevard).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifteen Thousand Dollars ($15,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2010, 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 Six Hundred Eighty-Seven Dollars ($687).

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:

IDEAL ACRES ADDITION
West 58 Feet Lot 9
East 100 Feet Lot 16

GOW ACRES ADDITION
Lot 20 except East 125 Feet

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 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.

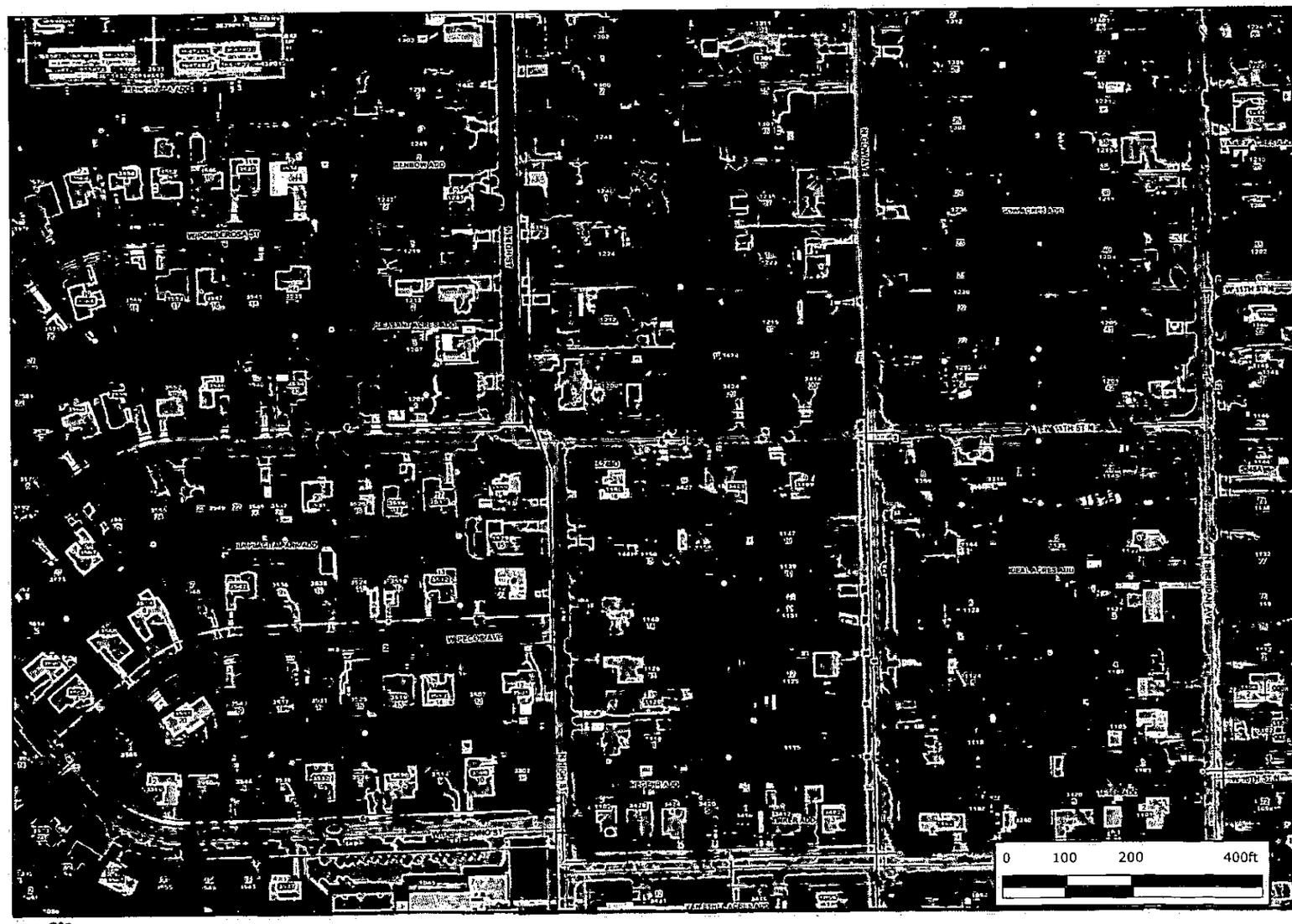
SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of August, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)



Label Structure Addresses
Label Address
Label SubDiv Lot Num
Label SubDiv
Sewer Manholes
Hydrant Schematic
Property Parcels
Sewer Flow
Sewer Lines
Water Lines Schematic
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Quarter Section
Airports
SDERASTER.S-DEDATA:ORTH-O
City Limits
Andale
Bel Aire
Bentley
Cheney
Clearwater
Colwich
Derby
Eastborough
Garden Plain
Goddard

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.

RECEIVED

JAN 26 '10

CITY CLERK OFFICE

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:

448-90490

IDEAL ACRES ADDITION
West 58 Feet Lot 9
East 100 Feet Lot 16

GOW ACRES ADDITION
Lot 20 except East 125 Feet

(South of 13th, East of Zoo Boulevard)

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 **Fifteen Thousand Dollars ($15,000)** 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 **August 1, 2010.**

(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 **Six Hundred Eighty Seven Dollars** (**$687**)

(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 improvement for which the improvement district shall be 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
Ideal Acres Addition		
W 58 FT LOT 9 & E 100 FT LOT 16	NORMAN, KEVIN L & LORELEI K Kevin L. Norman Lorelei K. Norman	

GOW ACRES ADDITION

LOT 20 EXC E 125 FT	RANDLEAS, ELY

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Kerin Norman
Name

3427 W. 11th
Address

316-409-9030
Telephone Number

Sworn to and subscribed before me this 24 day of July, 2010.

Deputy City Clerk

Agenda Item No. XII-4a

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Rosstoberfest Run (District II)

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 Clark Ensz is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rosstoberfest Run October 2, 2010 9:00 am – 11:00 am

- Douglas Avenue, Bluff to Roosevelt
- Quentin, Douglas Avenue to 1st Street
- Circle, Douglas Avenue to Bluff
- Bluff, Circle to Lewis
- Lewis , Bluff to Pershing
- Pershing, Lewis to English
- English, Pershing to Fountain
- Fountain, English to Waterman
- English, Fountain to Circle

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

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

Goal Impact: Enhance the Quality of Life

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. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. XII-4b

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Komen Race for the Cure (District II)

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 Karla Goewert, Susan G Komen Mid-Kansas Chapter Affiliate is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2010 Wichita Komen Race for the Cure, September 25, 2010 7:00 am – 11:00 am

- Douglas Avenue, Rock Road to Woodlawn not including the intersection of Douglas Avenue and Rock Road.
- Armour, Willowbrook to Douglas Avenue

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during 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 the event.

Goal Impact: Enhance the Quality of Life

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. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. XII-4c

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Autumn & Art at Bradley Fair
District II

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 Janet Wright, President of Wichita Festivals, Inc. is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Autumn & Art at Bradley Fair September 17, 2010 8:00 a.m. through September 19, 2010 9:00 p.m.

- North Bradley Fair Parkway, East Wilson Estates Parkway to Saddle Creek Road

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

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

Goal Impact: Enhance the Quality of Life.

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. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Asbestos Survey and Related Services (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve blanket purchase contract.

Background: Various City departments utilize asbestos surveys and related services for demolition and remodeling projects as required by the Environmental Protection Agency (EPA) and the Kansas Department of Health and Environment (KDHE). These services have been obtained in the past through a blanket purchase order contract which does not obligate the City to any specific purchases or volume of purchases on asbestos surveys and related services. However it does provide the ability to obtain asbestos surveys and related services as needed from the most qualified and cost effective vendor at a predetermined unit cost. The previous contract is expiring and a new contract is needed.

Analysis: A Request for Proposals (RFP) was issued on May 18, 2010. RFP respondents were asked to quote delivered prices per square foot for equipment, materials, labor and services based on the area of the facility to be surveyed plus unit prices for testing and sampling. They were also asked, for comparison purposes, to use their quoted prices to calculate a total cost for performing a specific quantity of work. Three firms responded to the proposal as follows: Terracon at $83,972; Precision Environmental Services at $25,980; and Family Environmental, Inc, whose proposal was incomplete.

The Staff Screening and Selection Committee voted at the June 10, 2010 meeting to conduct interviews with the two responsive firms. The committee then interviewed these two firms on July 15, 2010. Following the interviews, the committee unanimously voted to select Precision Environmental Services for this project based on their fee proposal, qualifications and performance history.

Financial Considerations: The contract is for one year with an option to renew for one successive year by mutual agreement of both parties. The cost for each location where work is performed under this contract will be paid from the funding approved for the project requiring the work.

Goal Impact: This contract addresses the Safe and Secure Community goal by improving environmental health and community safety through detection and abatement of hazardous material.

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

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

Attachments: Contract.

CONTRACT
For
ASBESTOS SURVEY AND RELATED SERVICES

BLANKET PURCHASE ORDER NUMBER BP030074

THIS CONTRACT entered into this 17th day of August, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **PRECISION ENVIRONMENTAL SERVICES** (Vendor Code Number 805623-003), 1405 S. Mosley, Wichita, KS 67211, Telephone Number (316) 265-0012 hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Asbestos Survey and Related Services** (Formal Proposal – FP030031), and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030031, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP030031, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following unit prices for **Asbestos Survey and Related Services** for the Public Works Department/Building Services Division of the City of Wichita as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of May 18, 2010 and as approved by the City Council on August 17, 2010.

	Description	Unit Cost Per Each
	Asbestos Survey:	
Item 1:	Survey Structure 0 to 999 Square Feet	$130.00
Item 2:	Survey Structure 1,000 to 1,999 Square Feet	130.00
Item 3:	Survey Structure 2,000 to 2,999 Square Feet	150.00
Item 4:	Survey Structure 3,000 to 3,999 Square Feet	150.00
Item 5:	Survey Structure 4,000 to 4,999 Square Feet	150.00

Item 6:	Survey Structure 5,000 to 6,999 Square Feet	200.00
Item 7:	Survey Structure 7,000 to 9,999 Square Feet	210.00
Item 8:	Survey Structure 10,000 to 30,000 Square Feet	300.00

	Description	**Unit Cost Per Hour & Each**	
Item 9:	Project Consulting, Design	$60.00	HR
Item 10:	Site Management and Air Monitoring	50.00	HR
Item 11:	Air Monitoring and Analysis for Airborne Contaminates (other than asbestos)	50.00	HR
Item 12:	Asbestos Air Monitoring and Analysis	40.00	HR
Item 13:	VOC Testing	80.00	EA
Item 14:	MVOC Testing	200.00	EA
Item 15:	Mercury Survey	50.00	HR
Item 16:	Mercury Sampling	20.00	EA
Item 17:	PCB Survey	50.00	HR
Item 18:	PCB Sampling	24.00	EA
Item 19:	Asbestos Sample Analysis	7.00	EA

Billing Terms: Net Thirty (30) Days

3. **Term.** The term of this contract shall be from **August 17, 2010, through July 31, 2011,** with options to renew the contract for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

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

1. Comprehensive General Liability
Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Accident
Property Damage Liability	$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Accident

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

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

6. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

PRECISION ENVIRONMENTAL SERVICES

Signature

Print Signature Name

Title (*President or Corporate Officer*)

EXHIBIT A

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Interactive Voice Response System Replacement for Water Customer Service (All Districts)

INITIATED BY: Department of Water Utilities

AGENDA: Consent

Recommendation: Approve system selection.

Background: In 2004, Water Utilities implemented an Interactive Voice Response System (IVR) for water customers. The vendor, First Data Government Solutions, will no longer provide IVR support after December 31, 2010.

Analysis: The IVR provides information related to the Water Utilities. Customers are routed to various areas within customer service depending on the type of service they are requesting. The IVR system also provides a valuable service to citizens by allowing bill payment and account information access 24 hours a day. Approximately 360,000 calls to water customer service were processed by the IVR system in 2009. Nearly 180,000 of those calls were for balance information or credit card payments. Other calls were routed directly to the appropriate customer service representative.

In 2009, the City Council approved Selectron as the vendor for an IVR system for the Office of Central Inspection. In order to consolidate IVR solutions on the same software and platforms, the Selectron Voice Utility IVR system has been selected for implementation for water customer service. By using the same platforms, costs are reduced and maintenance and support are simplified.

Financial Considerations: The cost of the system is $73,400 and will be paid out of the operating budget. Ongoing support will be approximately $9,300 per year.

Goal Impact: This project addresses the Quality of Life goal by providing convenient and efficient access to Water customer service.

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

Recommendations/Actions: It is recommended that the City Council approve the agreement and expenditure.

Attachments: Agreement.

Selectron
TECHNOLOGIES, INC.

July 13, 2010

Judy Van Dolah
Systems Analyst
City of Wichita IT/IS
455 N Main
Wichita, KS 67202

Dear Ms. Van Dolah,

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your *VoiceUtility* system.

As accepted by the City below, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect in the Professional Services Agreement, Software License Agreement and Support and Maintenance Agreement for the purchase of the Selectron *VoicePermits* Solution. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 5 of this letter
- Professional Services Agreement executed on March 19, 2010
- Software License executed on March 19, 2010
- Support and Maintenance Agreement executed on March 19, 2010

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Todd A. Johnston
President and CEO

Accepted By: _____
Authorized Representative

Date Accepted: _____

Approved As To Form: Gary E. Rebenstorf, 2 BKM
Gary E. Rebenstorf
Director of Law

7405 SW Tech Center Drive, Suite 140 Portland, OR 97223 V: 866.878.0048 F: 503.443.2052

Scope of Work

VoiceUtility™ Interactive Voice Response Base Solution (8 Port) $58,900

Included Functionality:

- Current Balance Owed
- Last Billing Date and Amount
- Next Billing Date
- Last Payment Date and Amount
- Professional Voice Recording
- Transaction Logging
- *VoiceUtility* Reporting Module
- Eight Licensed Ports

Included Fax and Email Functionality:

- Payment History
- Billing History
- Account Status Detail
- Last Payment Date and Amount
- *SmartDelivery* (2-port)

Included Payment Processing Functionality:

- Credit Card Payment Processing
- Supports Standard Payment Gateways
- Real Time Payment Posts
- Transaction Reporting

Solution Design & Development	**Included**
Selectron Project Management	**Included**
On-Site Installation, Travel Expenses & Training	**Included**
12 Month Warranty on Selectron Technologies Provided Hardware & Software *(Begins Upon Completion of On-Site Installation)*	**Included**
System Documentation	**Included**

VoiceUtility Hardware & Software *(Includes Setup & Configuration)*

ProLiant ML 350 G6 Rack-Mount Server **3,000**

- Intel Xeon Quad-Core 2 GHz Processor
- 4 GB RAM
- Two (2) 160GB SATA Hard Drives (RAID 1)
- Microsoft Windows 2003 Server
- CD ROM, 56K Modem

Test Server *(Includes ProLiant ML 350 Server With Four (4) Licensed Ports)* **11,500**

Cost for *VoiceUtility* $73,400

Required Items Not Included in Selectron Technologies *VoiceUtility* Base System

- Phone Lines & Network Services Required to Support the Installation
- Required Host Interface (Pricing Assumes City-Provided Interface)
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing presented in the quote is set based upon the 12-month warranty period beginning upon completion of on-site installation. Adjusting the start date of the included 12-month warranty will result in an adjustment to the pricing provided in this quote.

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

SCHEDULE

25%	Invoiced at time of execution of contracts
50%	Invoiced at completion of on-site installation
20%	Invoiced 30 days after on-site installation
5%	Invoiced upon final acceptance

Initial Payment

Invoiced upon receipt of purchase order. Enables Selectron Technologies to purchase necessary hardware, fund travel expenses, and invest the technical support hours to design and develop the application for your jurisdiction.

Second Payment

Invoiced at the completion of the on-site installation and training phase of the implementation, or when the system is available for Client testing at Client site. The Warranty also begins on this date.

Third Payment

Invoiced 30 days after the completion of the on-site installation. The Client is given thirty days to test functionality as defined by the contract and the agreed upon call flows. It is the Client's responsibility to ensure full testing is completed during this period.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system. Selectron Technologies will have resolved all issues found during testing. If Final Acceptance is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice.

VENDOR INFORMATION

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

ADDITIONAL REMOTE ADMINISTRATOR LICENSING

System administrators may remotely define configurable setting in the system through the Administration Tool. The base system includes two licenses for the Administration Tool. One license will be pre-installed on the system server; the second license allows the jurisdiction to install the Administration Tool on a workstation with network access.

Additional Remote Administrator Licenses $250

TIME-AND-MATERIALS BILLING RATES

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.

ADDITIONAL TRAINING AND ON-SITE SUPPORT

All travel and associated expenses for the on-site installation work during the initial setup are included in the base system price.

If the Client requests additional on-site work, travel and out-of-pocket expenses will be billed at $1,750. per day (2 day minimum) with at least 14 day advance notice. If 8-14 days advance notice is provided the rate increases to $2,000. per day; if the notice is less than 7 days the rate increases to $2,500. per day.

If changes are made to a travel schedule after plans are confirmed, the Client is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

ON-GOING SUPPORT

Selectron Technologies' PremierPro Support Plan includes full replacement of any failed Selectron provided hardware component, with overnight shipping as required, a toll-free support hotline, and dial-in technical support for all software provided with the solution, as well as a quarterly system review and support for host or backend database updates. The Client has the option of extending the PremierPro program upon expiration of the warranty. Annual fees are due at the conclusion of the 12-month warranty period. Based upon the configuration within this quote, PremierPro Support Services will be $11,010.

Selectron TECHNOLOGIES, INC. | Microsoft GOLD CERTIFIED Partner

Statement of Work

VoiceUtility™
Payment Processing: Credit Card
Professional Voice Recording (Call Flow and System Prompts)
Professional Voice Recording (Street Names)
SmartDelivery

www.SelectronTechnologies.com

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2.20.6

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1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required utility data availability. The interactive solution must be able to retrieve data from the utility database either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the utility database. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

2.1 VoiceUtility

The VoiceUtility application interacts with the Customer's utility database to deliver information and services over the phone to callers.

2.1.1 Standard Feature Set

This section details the standard features included with the VoiceUtility application.

2.1.1.1 Account Access

VoiceUtility provides callers with current utility account status information, including the caller's site number, site address, current or delinquent balance, payment due date, pending amount, and consumption information. Additionally, callers may request to hear billing and payment history for the last 12 months. To access account information, callers enter their utility account number and, optionally, a security code. The security code can be determined by the Customer, but must be verified by the utility database.

Once callers have heard their account status, they can request a fax of the information. Using their keypad, callers enter the fax number to which the documents will be sent.

2.1.1.2 SmartDelivery

SmartDelivery software enables VoiceUtility to send faxes and/or e-mails to callers.

When requesting a fax, callers are prompted to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the utility database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.1.2 Additional Features

This section details the optional, add-on modules included with the VoiceUtility application.

2.1.2.1 Payment Processing: Credit Card

VoiceUtility accepts credit card payments; the Customer's business rules determine whether the system can process over payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within VoiceUtility; credit card types not used by the Customer will be unavailable to the caller. Once a payment has been processed, VoiceUtility issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

VoiceUtility provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's utility system.

The following payment processing fees and services are not covered by purchase of the VoiceUtility system:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.1.2.2 Professional Voice Recording

All system prompts (including call flow) and street names are professionally recorded prior to installation. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.1.7, **Record Prompts and Responses**. The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in section 3.1.6, **Add New Streets**).

3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

3.1 VoiceUtility

The tasks listed below apply to the VoiceUtility application.

3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 1 lists the reports available with this implementation.

Table 1 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, utility account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and number
Email Activity Report	Date sent, document type, confirmation number, and account number

3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoiceUtility transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.1.4 Append an Optional Greeting

Appending an optional greeting instructs VoiceUtility to play an additional greeting message when callers access the interactive solution. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.3.3, **Provide Administrative Training**).

3.1.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for VoiceUtility. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.1.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to the VoiceUtility system; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded for the Customer prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility (section 3.1.7, **Record Prompts and Responses**). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoiceUtility database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

3.1.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by the interactive solution during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow) and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.1.2.2, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.3.3, **Provide Administrative Training**).

3.1.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoiceUtility application. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.1.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.1.10 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the utility database.

3.1.11 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoiceUtility uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

4.1 Hardware

Refer to Appendix A, **Hardware Specifications**, for details regarding hardware provided with the interactive solution.

4.2 Software

4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, section B.1, **Server**) has the following Selectron Technologies' software installed:

- VoiceUtility application software
- Credit Card Payment Processing software
- SmartDelivery software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license is pre-installed on the server (Appendix A, section B.1, **Server**); the second license allows the Customer to install the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2005 Express Edition with Advanced Services SP1 (embedded, run-time edition; not for use with any other product)
- Symantec® pcAnywhere® remote access software
- Microsoft Visual C#®
- Microsoft SDK 5.1 for Windows®

4.3 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution.

4.3.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included applications are functioning properly (refer to section 2.0, **Functionality**, for a list of all included applications).

4.3.2 Test Credit Card Payment Functionality

Test transactions are run to verify the interface between the Payment Processing software modules with the vendor selected for payment processing.

4.3.3 Provide Administrative Training

Training for the system administrator occurs on the second day of the Installation Specialist's visit. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to section 2.1.2.2, **Professional Voice Recording**, for a list of non-system, VoiceUtility prompts)

4.3.4 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface (API) that enable previously unavailable standard functionality described in this document. Implementing these features in a completed interactive solution with an upgraded application or interface will normally require professional services outside the scope of this document.

4.4 Documentation

A hard copy of the Administration Manual for each included application is delivered with the server. Additionally, an electronic version of each manual is provided in PDF format (refer to section 2.0, **Functionality**, for a list of included applications).

4.5 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependent on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or section 5.1.3, **On-going System Maintenance**, of this document, for more information regarding services provided with the interactive solution.

5.0 Responsibilities and Requirements

5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

5.1.1 Pre-Installation

5.1.1.1 Provide Project Management

Selectron Technologies assigns a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

5.1.1.2 Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each application included with this implementation has its own questionnaire (refer to section 2.0, **Functionality**, for a list of included applications).
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and utility database, prior to system delivery and installation, to allow for complete system testing. Refer to section 5.2.1.6, **Provide Remote Network Access to Utility Database**, for more information.
- Implementation Timetable- details project schedule and details all project milestones.
- Pre-Install Checklist- prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- System Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

5.1.1.3 Develop Call Flow

The Project Manager works with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer.

5.1.1.4 Provide Configuration Assistance

The Project Manager assists the Customer with the configuration of user-defined options. These options include:

- Deciding which vendor to use for payment processing.

5.1.1.5 Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and hardware prior to delivery, ensuring system functionality.

5.1.1.6 Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is developed using Adobe® InDesign® CS2 and is provided to the Customer in PDF format (original InDesign files are provided upon request).

Marketing collateral is adapted to the Customer's jurisdiction. Selectron Technologies' Project Manager assists the Customer in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Interactive solution's phone number
- Jurisdiction logo (preferably in EPS format)
- Jurisdiction address
- Name of the interactive solution, if Selectron branding is not utilized
- Included modules and functionality
- Additional contact/informational phone numbers
- Emergency contact information
- Sample utility bill for use on materials (PDF format)

The templates are adapted to fit the Customer's jurisdiction using the information from the above list. The Customer is able to review the material to ensure information accuracy. If errors exist, the marketing materials are emended to display the correct information. Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

5.1.2 Installation

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to section 4.3, **Installation and Training**, for additional information.

5.1.3 On-going System Maintenance

Selectron Technologies' support plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

5.2 Customer

This section outlines the Customer's system implementation and maintenance requirements.

5.2.1 Pre-Installation

5.2.1.1 Return Implementation Questionnaire

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire (section 5.1.1.2, **Provide Documentation**). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each application included in the interactive solution has a separate implementation questionnaire. Refer to section 2.0, **Functionality**, for a list of all included applications.

5.2.1.2 Determine System Connection

Prior to system implementation, Selectron Technologies' Project Manager assists the Customer in determining how the interactive solution will be implemented—whether the system connects using standard, analog phone lines, a T1 line, ISDN (Integrated Digital Services Network), or VoIP (Voice over Internet Protocol). At times, these methods may incur differing costs (including such items as hardware, telephony professional services, or special installation services). The Project Manager will detail such special considerations as part of choosing the connection method. Once determined, and hardware has been purchased, changes to the connection configuration shall incur additional charges.

Refer to the item in the list below for more details on the requirements pertaining to connection methods:

- **Analog** For a traditional, analog implementation of the interactive solution, one phone line per port must be provided and installed by the Customer. Phone lines must be part of a hunt group; Selectron Technologies strongly suggests that the Customer configure a terminal hunt group, which helps determine line usage.
- **T1** If the Customer chooses a T1 line installation, a station-side line is required to connect the interactive solution's server to the PBX (Private Branch eXchange).
- **ISDN** When the Customer chooses to implement the interactive solution with an ISDN (Integrated Digital Services Network) system, full functionality may be dependent upon the feature set supported by the ISDN circuit provider.
- **VoIP** If the Customer chooses to implement the interactive solution with a VoIP (Voice over Internet Protocol) system, full functionality may not be available. VoIP is a developing technology in which standards, protocols, and integration methods are not yet mature. To ensure full func-

tionality, analog lines are often used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).

The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration services are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

If the Customer is upgrading a Selectron interactive solution to a VoIP environment, an additional license fee is required to upgrade to the latest version of the Syntellect CT ADE toolkit.

5.2.1.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill

5.2.1.4 Define Utility System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined utility system and interface (API) specifications. If the utility system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and utility system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

5.2.1.5 Approve Call Flow

The Customer is responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development begins.

5.2.1.6 Provide Remote Network Access to Utility Database

In order to fully test the interactive solution, Selectron Technologies requires access to the utility database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements (section 5.1.1.2, **Provide Documentation**). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the utility database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.7 Acquire Payment Processing Services

To enable credit card payment processing, the Customer must acquire the payment processing services of a third-party vendor. The Customer is encouraged to discuss different options with their Selectron Technologies' Project Manager.

5.2.1.8 Confirm Pre-Install Tasks

Selectron Technologies' Project Manager provides the Customer with a pre-installation checklist (refer to section 5.1.1.2, **Provide Documentation**). Once the checklist is completed and returned, the Project Manager schedules the on-site installation.

5.2.2 Installation

5.2.2.1 Provide Installation Assistance

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

5.2.2.2 Provide Utility Database Access

The interactive solution's server must have access to the utility database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the utility database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the utility database's interface.

5.2.2.3 Provide Network Access

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

5.2.2.4 Provide Remote Access

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to set up remote access—Selectron Technologies' Project Manager helps the Customer choose a solution that best fits the situation.

5.2.2.5 Install Phone Lines

Depending upon the telephony environment the Customer chooses, the process for connecting the interactive solution varies (section 5.2.1.2, **Determine System Connection**). The Customer (and, if necessary, the Customer's phone system provider) ensures that all necessary lines and/or components are installed and configured to allow integration with Selectron's interactive solution.

5.2.2.6 Confirm Service Functionality

The Customer has 30 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan (section 5.1.1.2, **Provide Documentation**). Additionally, the System Acceptance Sign-off form (section 5.1.1.2, **Provide Documentation**) must be sent to Selectron Technologies' Project Manager within this period.

5.2.3 On-going System Responsibilities and Requirements

5.2.3.1 Provide Remote Access

Remote access to the interactive solution's server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole—Selectron Technologies' Project Manager assists the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Utility database accounts and passwords for the interactive solution
- Utility system accounts and passwords for the interactive solution
- pcAnywhere account and password (or other third-party remote access software)
- IP address of the utility database server
- Group user account and password (Cisco® users only)

5.2.3.2 Perform Regular System Backups

The Customer is responsible for including the interactive solution's server in regular system backup procedures.

5.2.3.3 Maintain Server Environment

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.

5.2.3.4 Provide Security

The interactive solution is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures; no further security infrastructure or anti-virus software is implemented.

Appendix A: Hardware Specifications

A. Overview

This addendum to the Statement of Work details the interactive solution's hardware specifications.

B. Hardware

B.1 Selectron Technologies Provided Server

The hardware delivered for this implementation is two (2) HP ML350 servers: one configured for production and one configured for testing.

The HP ML350 is a base-level rack-mountable server with RAID 1, two (2) GB RAM, and SATA drives. A KVM (keyboard, video, mouse) switch can be requested, if required by the Customer. Selectron Technologies reserves the right to select a different server at any point prior to system installation, provided that it is also optimized for the interactive solution.

B.1.1 Return of Hardware

In the event that replacement hardware is required, the original hardware must be returned to Selectron Technologies. Situations requiring the return of replaced hardware include but are not limited to: hardware upgrades, server exchanges, and installation of a single shared application server that replaces a multiple server, multiple application environment.

Pricing provided in the purchase of replacement or upgraded hardware reflects a discount for returning the current hardware. Following the go-live of the new interactive solution, the replaced hardware (including server(s) and all other replaced hardware components) must be returned to Selectron Technologies. Shipping costs for the return of the hardware are the responsibility of Selectron Technologies.

If the Customer chooses to retain the original hardware, the Customer is not eligible for the discount on replacement hardware listed in the Quote.

B.2 Customer Provided Server

If the Customer requires another server, other than the one provided with the interactive solution (section B.1, **Selectron Technologies Provided Server**), Selectron Technologies must be notified immediately during the initial phase of project implementation. It is the Customer's responsibility to provide an adequate replacement that meets Selectron Technologies' Customer Provided Server Policy requirements. If a dual-processor server is provided by the Customer, additional license fees are required due to third-party licensing agreements. A dual-processor server is not required for the system.

B.3 Voice Board

The interactive solution includes eight (8) licensed ports for the production server and four (4) licensed ports for the test server. Selectron Technologies may install a voice board with a larger port capacity, but all additional ports require a purchased license for use.

With a VoIP system, no voice board is installed; instead the interactive solution uses the server's network card. The number of licensed ports remains the same. Additionally, with a VoIP solution the server's memory is increased to 4 GB.

B.4 Fax Board

The interactive solution includes a Brooktrout TruFax200 UPCI 2-port fax board.

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Street Paving in Washington Heights Addition (east of Oliver, north of 31st Street South) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: On September 22, 2009, the City Council approved a construction contract with Cornejo & Sons, Inc. to pave streets in Washington Heights Addition. A number of work items have been identified since the project was let that should be addressed as a change order.

Analysis: When uncovered, an existing 45" storm water pipe was found to be in very poor condition and in need of replacement. Rip-rap is needed at the ends of the new pipeline. Also, a new manhole is needed to improve a driveway slope and a large tree in the work zone is dying and should be removed. An itemized list of the work items is included in the attached change order document.

Financial Considerations: The total cost of the additional work is $36,787 with $25,000 paid by the Storm Water Utility and $11,787 paid by special assessments. The original contract amount is $549,185. This change order represents 6.70% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by paving streets in a developed area.

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

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1and authorize the necessary signatures.

Attachments: Change Order No. 1.

July 9, 2010

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: New Jersey, Brandywine & Valley Forge Tied w/ New Jersey & Bunker Hill - Washington Heights

Change Order No.: 1
Purchase Order No.: 930774
CHARGE TO OCA No.: **766216 - $11,702.25**
766236 - $85.00
133117 - $25,000.00

Project No.: 472-84718/472-84783
OCA No.: 766216/636222/766236
PPN: 490234/779611/490254

Please perform the following extra work at a cost not to exceed $36,787.25

Additional Work: Remove & Install storm sewer. Remove trees

Reason for Additional Work:
Item #1 – The existing 45" CMP at Sta. 8+65 on New Jersey was found to be in very poor condition. Upon further investigation, the current configuration of the 45" CMP and the 45" RCP under the drive at Sta. 8+54 wasn't sufficient to handle the amount of flow present and caused a whirlpool effect where the two pipes meet. A 48" RCP will be placed at approximately Sta. 8+35 and the existing CMP will be removed eliminating the whirlpool. The 45" RCP under the drive will be removed and replaced with a 24" RCP. Rip-rap will be added as needed to the ends of the pipes, and the ditch between the drive at Sta. 8+54 on New Jersey and the drive at Sta 14+16 on Valley Forge will be regraded and lined with Curlex Type II. Twenty working days will be added to the project to complete the additional work.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD (Lump Sum)(766216/133117)							
SWS Pipe RCP 24" (incl. End Sections)	Negot'd	20	lf	@	103.40	=	$2,068.00
SWS Pipe RCP 48" (incl. End Sections)	Negot'd	75	lf	@	184.95	=	$13,871.25
Removal of CMP	Negot'd	45	lf	@	67.10	=	$3,019.50
Removal of Wooded Driveway	Negot'd	1	LS	@	2,750.00	=	$2,750.00
Additional Working Days	Negot'd	1	LS	@	0.00	=	$0.00
ADD (Measured Quantity)(766216/133117)							
Rip-Rap	Negot'd	150	SY	@	32.25	=	$4,837.50
Sand Backfill, Flush & Vibrate	Negot'd	150	lf	@	16.50	=	$2,475.00
Erosion Control, Curlex II	Negot'd	100	SY	@	1.50	=	$150.00

Item #2 – The original design of the storm sewer at Sta. 37+22 on Brandywine created an unsafe slope for the driveway at Sta. 37+09 Rt. A manhole will be added at the junction of the two pipes to alleviate the slope, and an end section will be extended to the South to pick up the drainage.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD(766216)							
Install SWS Manhole	Negot'd	1	LS	@	3,355.00	=	$3,355.00

Item #3 – A tree on the North and South side of the drive at Sta. 37+03 on Brandywine will require removal due to significant root damage during road, drive and storm sewer installation. Also, the 12" CMP under the drive at Sta. 38+76 on Brandywine will be replaced due to its poor condition.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD (766216)							
Tree Removal (Large)	Negot'd	2	ea	@	1,500.00	=	$3,000.00
R&R SWS CMP 12"	Negot'd	28	lf	@	42.00	=	$1,176.00

Item #4 – Due to the close proximity of the corner of the drainage structure at Sta. 62+40 on Bunkerhill and the new roadway, an OM-3R sign will placed to warn traffic.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD (766236)							
Install OM-3R	Negot'd	1	ea	@	85.00	=	$85.00
					Total	**=**	**$36,787.25**

CIP Budget Amount: $431,800.00 (766216);
$610,500.00 (766236); $600,000.00 (133117)
Consultant: R&B
Total Exp. & Encum. To Date: $339,071.44 (766216)
$367,254.92 (766236); $423,954.28 (133117)
CO Amount: $36,787.25
Unencum. Bal. After CO: $81,026.31 (766216);
$243,160.08; $151,045.72 (133117)

Original Contract Amt.: $549,184.75

Current CO Amt.: $36,787.25
Amt. of Previous CO's: $0.00
Total of All CO's: $36,787.25
% of Orig. Contract / 25% Max.: 6.70%
Adjusted Contract Amt.: $585,972.00

Recommended By:

Greg Baalman, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

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

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Wichita-Valley Center Floodway Phase 3, Levee P (east of Hydraulic, north of 63rd Street South) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: On November 24, 2009, the City Council approved a construction contract with Mies Construction, Inc. for improvements to Levee P of the Wichita-Valley Center Floodway. Two flap gates that were specified on the plan cannot be mounted to the existing storm water outfall structures, requiring the outfall structures to be modified. A change order has been prepared to address the additional work.

Analysis: The installation of the flap gates will require the modification of two existing storm water outfall structures to prevent flooding outside the limits of the Flood Control project. The end section of one of the outfalls will be removed and replaced with a headwall to accommodate the specified flap gate. The other outfall structure will have the concrete apron lowered and wing walls widened to allow the specified flap gate to open and close properly.

Financial Considerations: The total cost of the additional work is $19,225 with the total paid by the Storm Water Utility. The original contract amount is $1,496,938. This change order represents 1.28% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing scheduled maintenance of the Wichita-Valley Center Floodway.

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

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.

July 15, 2010

PUBLIC WORKS-ENGINEERING **CHANGE ORDER**

To: Mies Construction, Inc.

Project: Wichita-Valley Center Local Flood Protection Project Ph. 3, Levee "P"

Change Order No.: 1
Purchase Order No.: 930982
CHARGE TO OCA No.: 660811

Project No.: 468-84625
OCA No.: 660811
PPN: 869001

Please perform the following extra work at a cost not to exceed $19,225.00

Additional Work: Modify and install headwall.

Reason for Additional Work:

Item #1 – To install the flexible rubber flap gate at Sta. 47+00, the existing headwall will have to be modified. The floor elevation of the structure will be lowered, and the walls will be widened. Adjust calendar completion date to September 17, 2010.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD							
Headwall Modification	Negot'd	1	LS	@	15,225.00	=	$15,225.00

Item #2 – To install the wall mounted flap gate at Sta. 46+15, a headwall will need to be placed at the end of the 36" pipe.

Item	Negot'd/Bid	Qty			Unit Price		Extension
OVERRUN							
Headwall RC (36")	Bid	1	ea	@	4,000.00	=	$4,000.00
					Total	**=**	**$19,225.00**

CIP Budget Amount: $9,060,000.00

Consultant: AMEC Earth & Environmental Inc.
Total Exp. & Encum. To Date: $6,802,313.30
CO Amount: $19,225.00
Unencum. Bal. After CO: $2,238,461.70

Original Contract Amt.: $1,496,938.36

Current CO Amt.: $19,225.00
Amt. of Previous CO's: $0.00
Total of All CO's: $19,225.00
% of Orig. Contract / 25% Max.: 1.28%
Adjusted Contract Amt.: $1,516,163.36

Recommended By:

Greg Baalman, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

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

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land at the Northeast Corner of 135th Street West and 125th Street North for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northeast corner of 135th Street West and 125th Street North is comprised of a 3.78 acre permanent easement together with a 3.35 acre temporary easement during construction. The land is currently in agricultural production. Crops will be impacted as a result of the proposed project.

Analysis: The seller agreed to convey the necessary easements for the estimated market value offer of $12,690. This amount is comprised of $7,560 (or $2,000 an acre) for the 3.78 acre permanent easement; $1,340 (or $400 an acre) for the temporary easement; and $3,790 for crop damages.

Financial Considerations: A budget of $13,440 is requested; this includes $12,690 for the acquisition, $750 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funds for the proposed acquisition.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

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

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2010 by and between Donald L. Drum and Mary Ann Drum, husband & wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 85.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the west line of said Southwest Quarter on an assumed bearing of N01^{0}01'42"W, 1073.31 feet to the Point of Beginning; thence S42^{0}55'57" E, 1455.95 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter being 972.47 feet east of the southwest corner of said Southwest Quarter. Said tract contains 2.86 acres, more or less, excluding road right of way.

The sidelines of the above described strip of land are to be shortened or lenghened to form continuous lines and terminate on the west and south lines of said Southwest Quarter.

AND
That part of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; described as Commencing at the southeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter N00^{0}41'47"W, 25.00 feet to the Point of Beginning also being the north Right of Way line; thence along said Right of Way line S89^{0}34'42"W, 1587.66 feet; thence N42^{0}55'57"W, 33.91 feet; thence parallel with said Right of Way line N89^{0}34'42"E, 1610.46 feet to the east line of said Southwest Quarter; thence along said east line S00^{0}41'47"E, 25.00 feet to the Point of Beginning. Said tract contains 0.92 acres, more or less.

Temporary Easement (Construction – Parcel "B") A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; Thence along the west line of said Southwest Quarter on an assumed bearing of N01^{0}01'42"W, 1073.31 feet to the Point of Beginning; thence S42^{0}55'57"E, 1455.95 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter being 972.47 feet east of the southwest corner of said Southwest Quarter. Said Tract Contains 2.23 acres, more or less, excluding road right of way.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the west and south lines of said Southwest Quarter.

AND
That part of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; described as Commencing at the southeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter N00^{0}41'47"W, 50.00 feet to the Point of Beginning; thence parallel with the south line of said Southwest Quarter S89^{0}34'42"W, 1610.46 feet; thence N42^{0}55'57"W, 40.70 feet; thence parallel with the south line of said Southwest Quarter N89^{0}34'42"E, 1637.82 feet to the east line of said Southwest Quarter; thence along said east line S00^{0}41'47"E, 30.00 feet to the Point of Beginning. Said tract contains 1.12 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Eight Thousand Four Hundred Nineteen Dollars and No Cents ($12,690.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 17, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Donald L. Drum, husband

Mary Ann Drum, wife

BUYER:

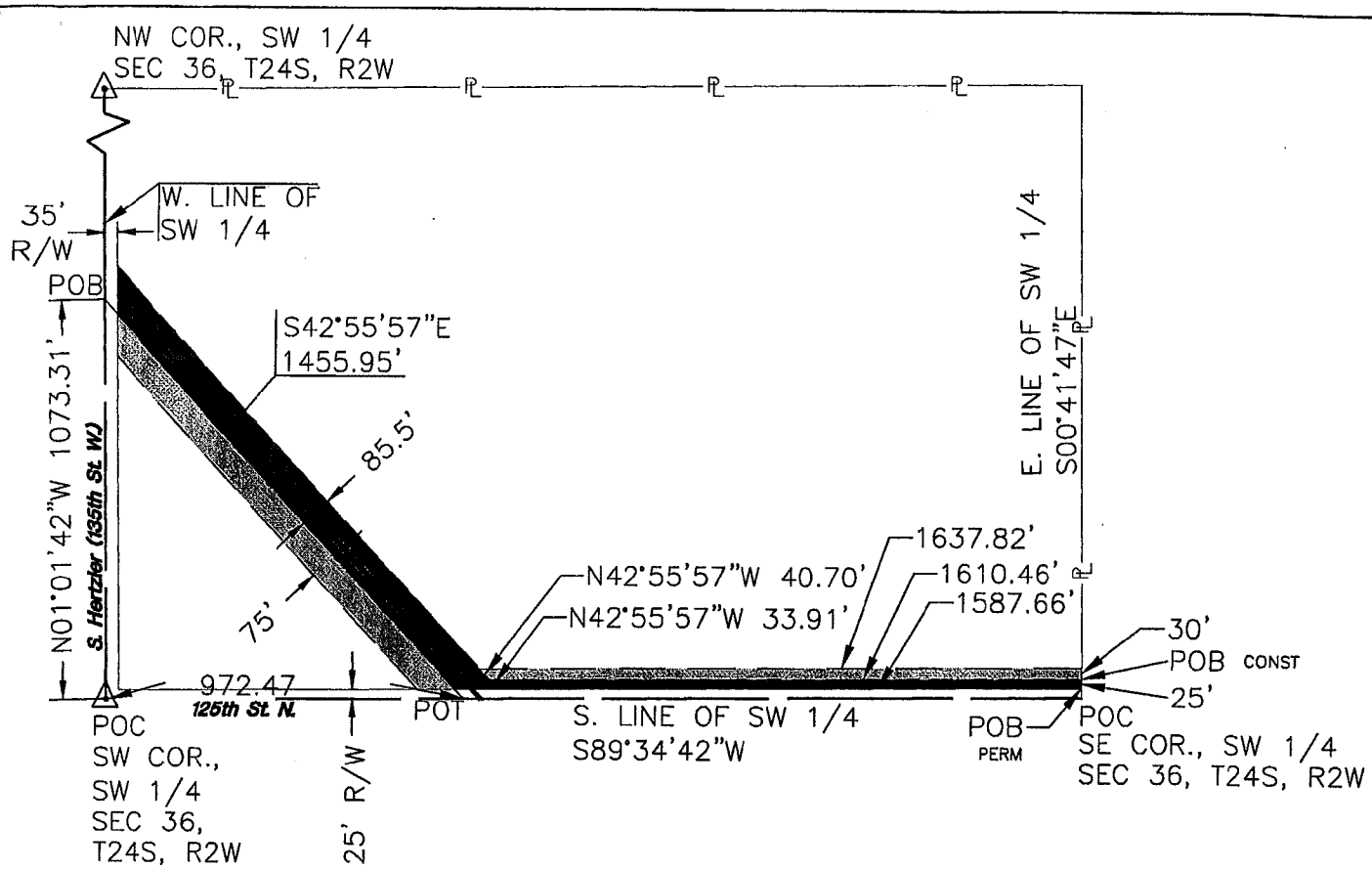
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



AREA TABLE

EASEMENT	
Diagonal Tract:	2.86
S Tract:	0.92
Total	3.78
CONST ESMNT	
Diagonal Tract:	2.23
S Tract:	1.12
Total	3.35

N

SCALE: 1" = 500'

LEGEND

POC – Point of Commencement
POB – Point of Beginning
POT – Point of Termination

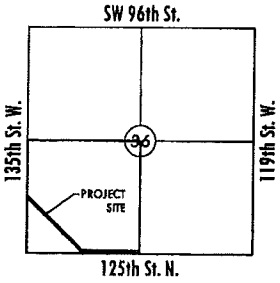
Easement (3.78 acres) Excluding road right of way.

Construction Easement (3.35 acres) Excluding road right of way.

Proposed Water Line

OWNER:

Drum, Mary A. & Donald L.
10428 S Hertzler Rd 67135



VICINITY MAP

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ASR

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE
PROJECT NAME

TRACT 44a
SHEET TITLE

DFL	DSN/AAM/DM	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
APRIL 2009 SEPTEMBER 2009 revised	08248	1 / 2
DATE	JOB NO.	SHEET/OF

EASEMENT:
A 85.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the west line of said Southwest Quarter on an assumed bearing of N01°01'42"W, 1073.31 feet to the Point of Beginning; thence S42°55'57"E, 1455.95 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter being 972.47 feet east of the southwest corner of said Southwest Quarter. Said tract contains 2.86 acres, more or less, excluding road right of way.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the west and south lines of said Southwest Quarter.

AND
That part of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; described as Commencing at the southeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter N00°41'47"W, 25.00 feet to the Point of Beginning also being the north Right of Way line; thence along said Right of Way line S89°34'42"W, 1587.66 feet; thence N42°55'57"W, 33.91 feet; thence parallel with said Right of Way line N89°34'42"E, 1610.46 feet to the east line of said Southwest Quarter; thence along said east line S00°41'47"E, 25.00 feet to the Point of Beginning. Said tract contains 0.92 acres, more or less.

CONSTRUCTION EASEMENT:
A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the west line of said Southwest Quarter on an assumed bearing of N01°01'42"W, 1073.31 feet to the Point of Beginning; thence S42°55'57"E, 1455.95 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter being 972.47 feet east of the southwest corner of said Southwest Quarter. Said tract contains 2.23 acres, more or less, excluding road right of way.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the west and south lines of said Southwest Quarter.

AND
That part of the Southwest Quarter of Section 36, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; described as Commencing at the southeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter N00°41'47"W, 50.00 feet to the Point of Beginning; thence parallel with the south line of said Southwest Quarter S89°34'42"W, 1610.46 feet; thence N42°55'57"W, 40.70 feet; thence parallel with the south line of said Southwest Quarter N89°34'42"E, 1637.82 feet to the east line of said Southwest Quarter; thence along said east line S00°41'47"E, 30.00 feet to the Point of Beginning. Said tract contains 1.12 acres, more or less.

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Total	3.35

OWNER:
Drum, Mary A. & Donald L.
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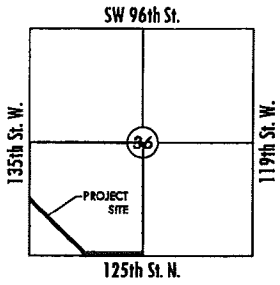

VICINITY MAP

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ASR

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

CDM
Camp Dresser & McKee
345 Riverview, Ste. 528
Wichita, KS 67203
Tel: (316) 669-6760
consulting • engineering • construction • operations

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE
PROJECT NAME

TRACT 44a
SHEET TITLE

DFL	DSN/AAM/DM	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
APRIL 2009 SEPTEMBER 2009 revised	08248	2 / 2
DATE	JOB NO.	SHEET/OF

ASR
PRESERVING OUR WATER
...OUR FUTURE

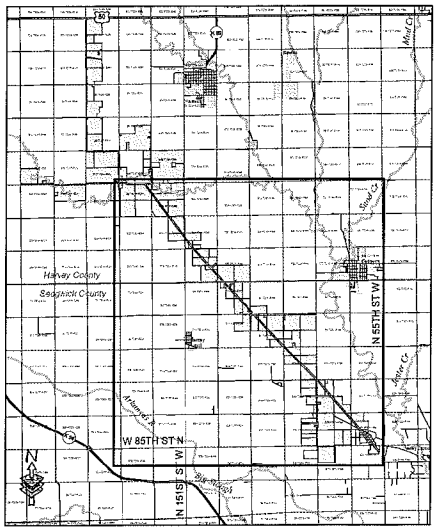
BID PACKAGE 1
Property Acquisition Map

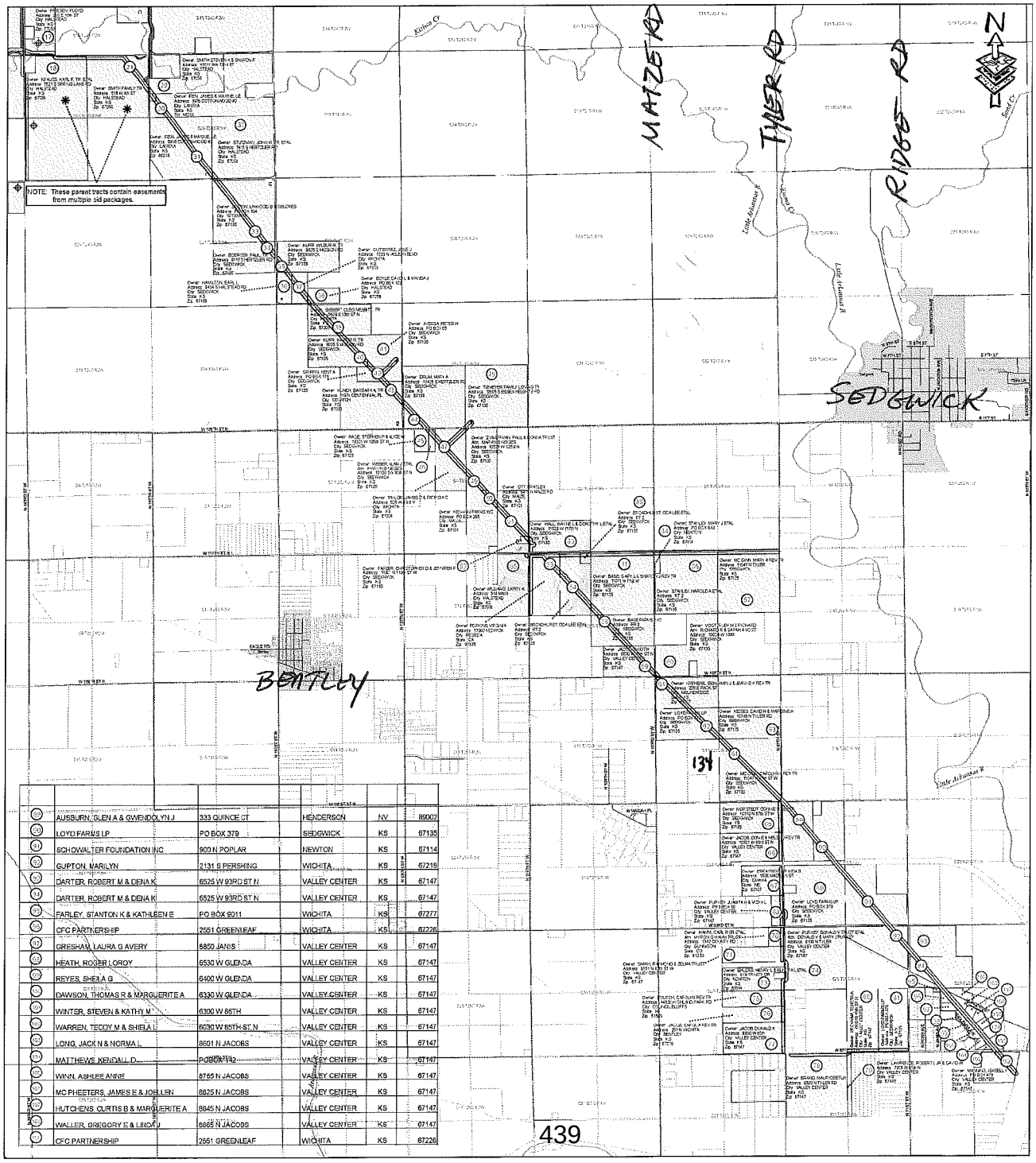
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- (#) Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





60	AUSBURN, GLEN A & GWENDOLYN J	333 QUINCE CT	HENDERSON	NV	89002
61	LOYD FARMS LP	PO BOX 379	SEDGWICK	KS	67135
61	SCHOWALTER FOUNDATION INC	900 N POPLAR	NEWTON	KS	67114
62	GUPTON, MARILYN	2131 S PERSHING	WICHITA	KS	67218
63	DARTER, ROBERT M & DENA K	6525 W 93RD ST N	VALLEY CENTER	KS	67147
64	DARTER, ROBERT M & DENA K	6525 W 93RD ST N	VALLEY CENTER	KS	67147
65	FARLEY, STANTON K & KATHLEEN E	PO BOX 9011	WICHITA	KS	67277
66	CFC PARTNERSHIP	2551 GREENLEAF	WICHITA	KS	67226
67	GRESHAM, LAURA G AVERY	6850 JANIS	VALLEY CENTER	KS	67147
68	HEATH, ROGER LOROY	6530 W GLENDA	VALLEY CENTER	KS	67147
69	REYES, SHEILA G	6400 W GLENDA	VALLEY CENTER	KS	67147
70	DAWSON, THOMAS R & MARGUERITE A	6330 W GLENDA	VALLEY CENTER	KS	67147
70	WINTER, STEVEN & KATHY M	6300 W 85TH	VALLEY CENTER	KS	67147
71	WARREN, TEDDY M & SHIELA L	6030 W 85TH ST N	VALLEY CENTER	KS	67147
72	LONG, JACK N & NORMA L	8601 N JACOBS	VALLEY CENTER	KS	67147
73	MATTHEWS, KENDALL D	POBOX 142	VALLEY CENTER	KS	67147
74	WINN, ASHLEE ANNE	8765 N JACOBS	VALLEY CENTER	KS	67147
75	MC PHEETERS, JAMES E & JO ELLEN	8625 N JACOBS	VALLEY CENTER	KS	67147
76	HUTCHENS, CURTIS B & MARGUERITE A	8645 N JACOBS	VALLEY CENTER	KS	67147
76	WALLER, GREGORY E & LINDA U	8665 N JACOBS	VALLEY CENTER	KS	67147
77	CFC PARTNERSHIP	2551 GREENLEAF	WICHITA	KS	67226

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for July 2010

DATE: August 2, 2010

The following claims were approved by the Law Department during the month of July 2010.

Aldridge, Don	$ 201.70**
Baker, Tony	$ 141.92
Ballinger, Brian	$ 45.43
Black Hills Energy	$ 848.02
Carlson, John	$ 104.60
Fields, Donald	$8,000.00* **
Griffith, Kristie	$ 446.26
Hernandez, Christina	$ 99.99
Kansas Gas Service	$ 880.48**
Kansas Gas Service	$ 383.48**
Shelman, Trevor	$1,295.00
Vigilius, Morten	$ 250.00

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

Revised 08-16-2010
(corrected district number)

Agenda Item No. XII-10

City of Wichita
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Traffic Signal Repainting at Kellogg Drive and Broadway ***(District I)***

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the payment.

Background: The City of Wichita maintains approximately 417 traffic signals throughout the greater Wichita area. As some of these signals age, protective coatings of the metal begin to fail, causing the underlying metal to corrode. This reduces the life expectancy of the signals and, if left unabated, will compromise the structural integrity of the traffic signal.

The structural tubing used at several intersections along the Kellogg Link has lost its protective coatings. The covers used to house the traffic signal heads are also corroded and, in some cases, have nearly rusted away. Additionally, the signals were never galvanized before their initial coatings were applied, which has exacerbated the corrosion. In order to avoid further corrosion and structural compromise, the signals must be sandblasted, cleaned, and a new protective coating must be applied.

Analysis: The cost of a new traffic signal is approximately $150,000. There are six signal installations on Kellogg downtown. Removing the rusted covers, sandblasting the structural steel, and repainting will avoid the replacement of the traffic signals for a significant period of time. The signal at the intersection of Kellogg Drive and Broadway would be the pilot test project to determine whether the signals can effectively be repainted or whether the City should begin to plan for the signals' replacement.

Financial Considerations: The estimated cost of sandblasting, cleaning, repainting, and replacing covers for the Kellogg Drive and Broadway signal is $80,000. The cost will be funded by the 2010 Contracted Maintenance Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by refurbishing the traffic signals and maintaining the traffic signal system in proper working order.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council authorize the repairs on the Kellogg Drive and Broadway signal and approve the payment of up to $80,000 to the lowest bidder to complete the refurbishment.

Attachments: None.

CITY OF WICHITA
City Council Meeting
August 17, 2010

TO: Mayor and City Council

SUBJECT: Grant of Utility Easement at the Proposed Water Utilities Aquifer Storage Recharge Treatment Plant near Bentley for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the project and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River. It is then transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. An Aquifer Storage Recharge (ASR) treatment plant is proposed at the southwest side of North 119th Street and West 117th Street near Bentley. A Kansas Gas and Electric Company grant of right-of-way for utility easement is required to provide electrical service to the plant.

Analysis: A 1.14 acre easement is required to designate a utility easement to the proposed plant. Kansas Gas and Electric (KGE) will install electric within the proposed easement.

Financial Considerations: A budget of $400 is requested for recording and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funding for this particular transaction.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

Legal Considerations: The Law Department approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the Grant of Right-of-Way Utility Easement and authorize the necessary signatures.

Attachments: Grant of Right-of-Way Utility Easement and tract map.

WR#A41742

NE/4 S12-T25S-R2W
City of Wichita, Kansas

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **KANSAS GAS AND ELECTRIC COMPANY**, a corporation, (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in SEDGWICK County, State of KANSAS, and described as follows:

> A strip of land across Lots 1 and 2, Block 1, ASR Treatment Plant addition, an addition to Sedgwick County, being a tract in the Northeast Quarter (NE/4) of Section 12, Township 25 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In

exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ____ day of _____, 20___.

The City of Wichita, Kansas, a municipal corporation

_____

By:

_____

By:

CORPORATE ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

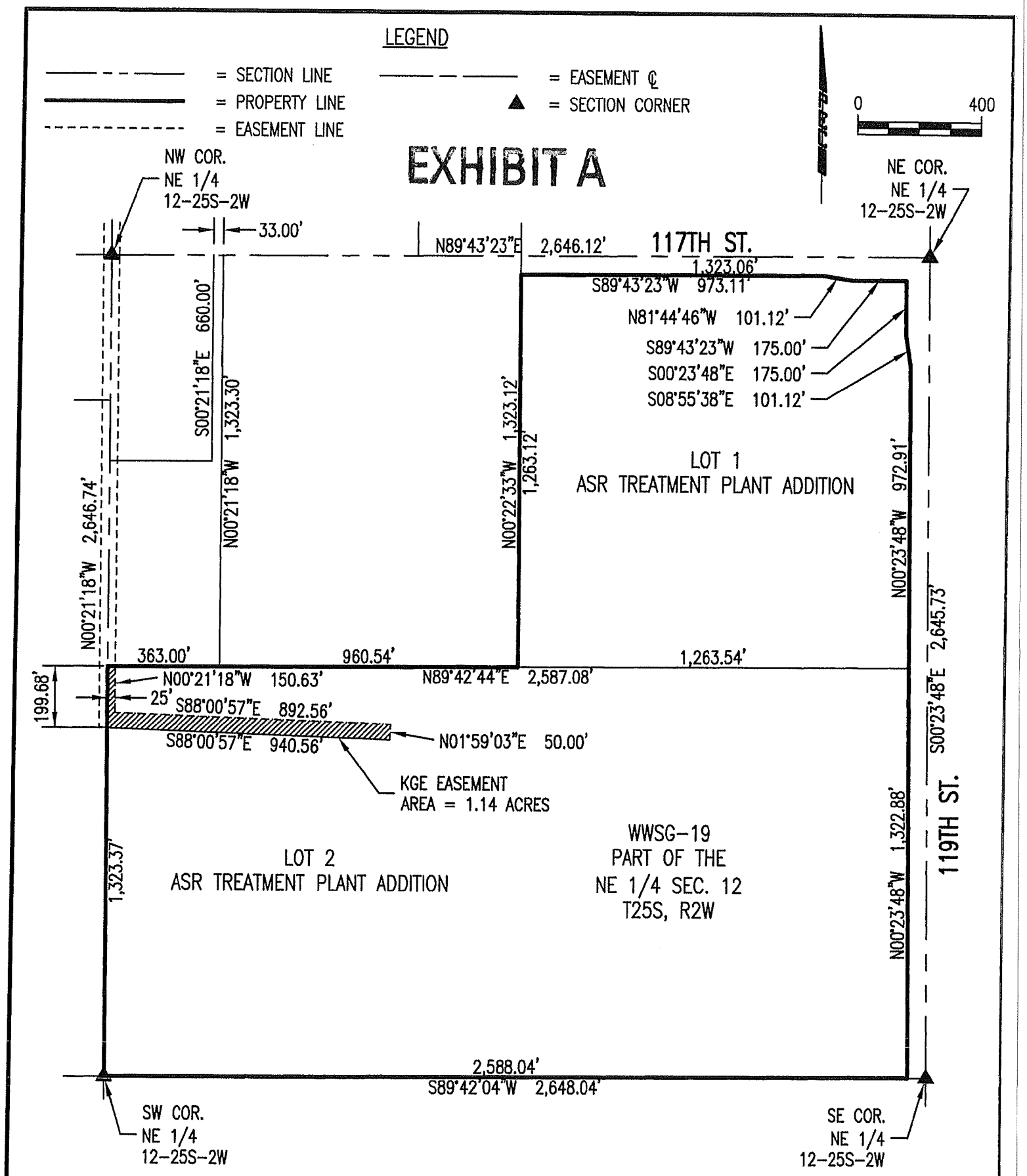
On this ___ day of _____, 20___, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____ and _____,to me personally known, being duly sworn, did say that the said _____ is the _____ **and** _____ **is the** _____ of **The City of Wichita, Kansas, a municipal corporation,** the corporation that executed the foregoing instrument, and that the seal affixed to the forgoing instrument is the corporate see of said corporation, and that said instrument was signed, sealed and delivered in the name and on behalf of said corporation by authority of its Board of Directors, and said _____ and _____ acknowledge 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:

_____



Professional Engineering Consultants, P.A.
303 S. TOPEKA • WICHITA, KANSAS 67202
316-262-2691 • FAX 316-262-3003
www.pec1.com

138.38 KV BENTLEY TRANSMISSION LINE

Westar Energy

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 10017
SEDGWICK	CITY OF WICHITA	WWSG-19	DATE: JUNE 21, 2010

Second Reading Ordinances for August 17, 2010 (first read on August 10, 2010)

Public Hearing on the Establishment of a Community Improvement District at Central and Oliver. (District I and II)

ORDINANCE NO. 48-793

An ordinance of the City of Wichita establishing the Central and Oliver Community Improvement District.

Public Hearing on the Establishment of a Community Improvement district for the WaterWalk Hotel Project, Main and Dewey. (District I)

ORDINANCE NO. 48-794

An ordinance of the City of Wichita establishing the Waterwalk Hotel Community Improvement District.

Reauthorization of Boards and Commissions Subject to Sunset Provision.

ORDINANCE NO. 48-795

An ordinance of the code of the city of Wichita, Kansas, pertaining to the Boards, Agencies, and Commissions of the City of Wichita amending Sections 2.12.1008, 2.12.1120, 2.12.1122, 2.12.1124, 2.12.1126, 2.12.1128, 2.12.1200 and 2.12.1201 of the code of the City of Wichita, and repealing the original of said sections pertaining to the Sister Cities Program, the Art and Design Board and the abolishment of boards, agencies and commissions, and repealing Sections 2.12.800, 2.12.810, 2.12.1010, 2.12.1012, 2.12.1014, 2.12.1085, 2.12.1086, 2.12.1087, 2.12.1088, 2.12.1150, 2.12.1155, 2.12.1157, 2.12.1170, 2.12.1172 and 2.12.1175 of the code of the City of Wichita pertaining to the Human Services Board, the Energy Commission, the Wichita Alternative Correctional Housing Advisory Board, and the Housing Advisory Board, and repealing uncodified Ordinance No. 46-835 pertaining to the abolishment of Boards Agencies and Commissions.

ZON2010-00019 –City zone change from GO General Office ("GO") to LC Limited Commercial ("LC"), subject to Protective Overlay ("PO") Number 243; generally located ¼ mile north of Douglas Avenue, east of Rock Road, 302 North Rock Road. (District III)

ORDINANCE NO. 48-796

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.

<u>ZON2010-00021 – City zone change from GO General Office (“GO’) to NR Neighborhood Retail (‘NR”); generally located north of Central Avenue, 200 fee east of Battin Avenue, 5120 East central.</u> (District I)

ORDINANCE NO. 48-797

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.