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REVISIONS:
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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 11, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on January 4, 2011

AWARDS AND PROCLAMATIONS

-- Proclamations:

Energy Efficiency and Sustainability Week
James R Mead Week

I. PUBLIC AGENDA

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

1. Craig Sheets - Drug Trafficking, Weapon Expedite, and Freight Train.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. ***Petition to approve a Community Improvement District for Westway Plaza Shopping Center Development. (District IV)***

   (PULLED PER MANAGER)

2. ***Petition to approve a Community Improvement District for Eastgate Center Development. (District II)***

   (PULLED PER MANAGER)

3. An Ordinance Amending Section 3.97.010 of the Code of the City of Wichita, Kansas, Pertaining to Expansion of the Area in which Sidewalk Vending is allowed within the City and Repealing the Original of Said Section.

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

4. 2010-2011 Transit Teamsters Local 795 Memorandum of Agreement.

   RECOMMENDED ACTION: Approve the proposed 2010-2011 Memorandum of Agreement between the City and Transit Teamsters Local 795.

(10:00 a.m. or soon thereafter)

5. General Obligation Bond and Note Sale.

   RECOMMENDED ACTION: Direct the opening and reading of the bids; award the sale of the Bonds and Temporary Notes; 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.

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 (I THROUGH 3)

1. *SUB2010-00051 -- Plat of Greenwich Office Park 2nd Addition located on the north side of 13th Street North, west of Greenwich. (District II)

   RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures for approval of the plat, and adopt the Resolutions.

2. *VAC2010-00031 - Request to vacate a portion of public street right-of-way; generally located at the southeast corner of Ridge Road/Mid-Continent Road and University Avenue. (District V)

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

3. *VAC2010-00040 - Request to vacate a portion of platted complete access control; generally located north of 47th Street South and on the east side of Broadway Avenue. (District III)

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

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

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

None

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 10A)

1. Report of Board of Bids and Contracts dated January 10, 2 011.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2011	(Consumption on Premises)
Coby G Brooks	Hooters of Wichita, LLC*	3151 North Rock Road
Mark Ryan	Two Brothers BBQ*	8406 West Central

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

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

3. Preliminary Estimates: (NONE)

   RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:
   a. Relocation of Sprint Fiber Optic Cable, located on Greenwich Road, between Harry and Kellogg. (District II)
   b. Joint Use Highway Agreement for Levee Certification.
   c. Southern Star Central Gas Pipeline Easement Crossing Agreement.

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

5. Change Order:
   a. Change Order: Century II Seating Replacement. (District I)

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

6. Property Acquisitions:
   a. Partial Acquisition of 1337 North Vassar Avenue for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
   b. Partial Acquisition of 3712 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

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

7. Contracts and Agreements for December 2010.

   RECOMMENDED ACTION: Receive and file.

8. Memorandum of Understanding (MOU) between Wichita Area Technical College (WATC) and Wichita Police Department (WPD).

   RECOMMENDED ACTION: Approve the Memorandum of Understanding, and authorize the necessary signatures.

9. Resolution Authorizing Section 5316 Access to Jobs Grant from Federal Transit Administration.

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

10. Second Reading Ordinances: (First Read January 4, 2011)
    a. List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Agenda Item No. III-3

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Section 3.97.010 of the Code of the City of Wichita, Kansas, Pertaining to Expansion of the Area in which Sidewalk Vending is allowed within the City and Repealing the Original of Said Section. (All District)

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve ordinance amendments allowing sidewalk vending to be extended into the Old Town area east of the elevated tracks to Washington Street.

Background: Within the last year, City Staff and Council have been approached by two individuals who operate sidewalk hot dog carts that wish to service the Old Town area. The current ordinance (3.97.010) which governs sidewalk vending defines the eastern border of the "central business district" as the elevated tracks, thus excluding the Old Town area.

Analysis: After speaking with the vendors and members of the Old Town Association, it was recommended that Council approve an immediate change in language which would allow the hot dog vendors to legally sell in Old Town with the understanding that a more holistic review of sidewalk and door to door vending for the Old Town and Waterwalk areas be reviewed by staff in 2011.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure community and enhance quality of life.

Legal Considerations: The 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.

Attachments: Copy of the proposed new ordinance.

First Published in the Wichita Eagle _____

Delineated December 15, 2010

AN ORDINANCE AMENDING SECTION 3.97.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXPANSION OF THE AREA IN WHICH SIDEWALK VENDING IS ALLOWED 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 3.97.010 of the Code of the City of Wichita, Kansas shall read as follows: "**Definitions**. For the purposes of this chapter, the following words and phrases when used herein shall have the meanings respectively ascribed to them in this section except when the context otherwise clearly indicates:

(a) "Central business district" means that area of the City of Wichita bounded by:

(1) Lewis Street, the Arkansas River, ~~Central Avenue and the elevated tracks~~ Elm Street and Washington Avenue; and

(2) Douglas Avenue from the Arkansas River to Seneca Street.

(b) "Food" means any raw, cooked, or processed edible substance, ice, beverage, or ingredients used or intended for use or for sale in whole or in part for human consumption.

(c) "Person" means any individual, or any corporation, firm, partnership, association, organization, joint venture, charitable organization or any other group acting as a unit or any representative thereof.

(d) "Sidewalk or sidewalk area" means that portion of a street or public right-of-way between the curb lines, or the lateral lines of a roadway and the adjacent property line intended for use by pedestrians.

(e) "Sidewalk vending" means engaging in the business of peddling, vending, selling, or displaying for sale any merchandise or food wherein the sale of the said merchandise or food takes place when both the vendor and the vendee are upon a public sidewalk or sidewalk area.

(f) "Street" means the entire width between the curb lines or the lateral lines of a roadway or every way publicly maintained when part thereof is open to the use of the public for purposes of vehicular traffic. As used in this chapter, the word "street" shall include any public road, highway, street, avenue, thoroughfare, trafficway, boulevard, alley, lane and any other public way for vehicular traffic by whatever name unless the context clearly indicates otherwise.

(g) "Street vending" means engaging in the business of peddling, vending, selling, or displaying for sale any merchandise or food that occurs while the person travels by foot or any type conveyance from house to house or place to place, or is upon any street and/or adjacent to the curb or lateral line of any street, providing that the parking or placing of a vehicle, cart, stand, or temporary contrivance used to store, transport, or display merchandise or food shall not constitute street vending if both the vendor and vendee are upon the sidewalk.

(h) "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, and also includes any cart, stand, wagon, or other temporary contrivance used in the course of any vending operation.

(i) "Vendor" means any person as defined herein who is engaging in the business of street or sidewalk vending.

SECTION 2. The original of Section 3.97.010 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 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

First Published in the Wichita Eagle January 28, 2011

OCA #083303 ORDINANCE NO. 48-397

AN ORDINANCE AMENDING SECTION 3.97.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXPANSION OF THE AREA IN WHICH SIDEWALK VENDING IS ALLOWED 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 3.97.010 of the Code of the City of Wichita, Kansas shall read as follows: "**Definitions**. For the purposes of this chapter, the following words and phrases when used herein shall have the meanings respectively ascribed to them in this section except when the context otherwise clearly indicates:

(a) "Central business district" means that area of the City of Wichita bounded by:

(1) Lewis Street, the Arkansas River, Elm Street and Washington Avenue; and

(2) Douglas Avenue from the Arkansas River to Seneca Street.

(b) "Food" means any raw, cooked, or processed edible substance, ice, beverage, or ingredients used or intended for use or for sale in whole or in part for human consumption.

(c) "Person" means any individual, or any corporation, firm, partnership, association, organization, joint venture, charitable organization or any other group acting as a unit or any representative thereof.

(d) "Sidewalk or sidewalk area" means that portion of a street or public right-of-way between the curb lines, or the lateral lines of a roadway and the adjacent property line intended for use by pedestrians.

(e) "Sidewalk vending" means engaging in the business of peddling, vending, selling, or displaying for sale any merchandise or food wherein the sale of the said merchandise or food takes place when both the vendor and the vendee are upon a public sidewalk or sidewalk area.

(f) "Street" means the entire width between the curb lines or the lateral lines of a roadway or every way publicly maintained when part thereof is open to the use of the public for purposes of vehicular traffic. As used in this chapter, the word "street" shall include any public road, highway, street, avenue, thoroughfare, trafficway, boulevard, alley, lane and any other public way for vehicular traffic by whatever name unless the context clearly indicates otherwise.

(g) "Street vending" means engaging in the business of peddling, vending, selling, or displaying for sale any merchandise or food that occurs while the person travels by foot or any type conveyance from house to house or place to place, or is upon any street and/or adjacent to the curb or lateral line of any street, providing that the parking or placing of a vehicle, cart, stand, or temporary contrivance used to store, transport, or display merchandise or food shall not constitute street vending if both the vendor and vendee are upon the sidewalk.

(h) "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, and also includes any cart, stand, wagon, or other temporary contrivance used in the course of any vending operation.

(i) "Vendor" means any person as defined herein who is engaging in the business of street or sidewalk vending.

SECTION 2. The original of Section 3.97.010 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 adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of January, 2011.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council Members

SUBJECT: 2010-2011Transit Teamsters Local 795 Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2010-2011 Memorandum of Agreement.

Background: The City Negotiating Team and Teamsters Local 795 have reached an agreement on a Memorandum of Agreement for 2010-2011. The union membership has ratified the agreement.

Analysis: The agreement will be in effect from December 24, 2010 through December 23, 2011 and will maintain the 2.5% step increases for represented, eligible employees. There is no General Pay Adjustment (GPA) in the agreement.

The agreement contains several language changes to make the conditions of work for represented employees more consistent with other bargaining unit agreements and City policies, including:

- Accrual of sick leave and well days
- Bereavement leave
- Discipline procedures

Traditionally, bargaining unit memoranda of understanding are three years in length. This is a one year agreement, to be renegotiated in 2011.

Financial Considerations: The agreement is consistent with the 2011 Adopted budget.

Goal Area Impact: This agreement, which covers the majority of the City's represented employees, affects the **C**ity's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

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

Recommendation/Action: Approve the proposed 2010-2011 Memorandum of Agreement between the City and Transit Teamsters Local 795.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

and

Teamsters Union Local 795 (Transit)
Wichita, Kansas

This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the "City", and Teamsters Union Local #795 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

December 24, 2010 -- December 23, 2011

*All new provisions of the agreement different from previous agreement will become effective January 22, 2011.

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PREAMBLE

In consideration of the mutual covenants herein contained involving the mutual interest of the parties hereto, and in an effort to stabilize employment and secure closer cooperation between the City and the employees, the parties hereto contract and agree as follows:

ARTICLE 1 - RECOGNITION

SECTION 1. The City recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive bargaining representative, insofar as permitted by law, for all operating and maintenance employees of the city included within the classifications of employees as set forth in the wage sections of this Agreement.

SECTION 2. When the term "employee" is used herein, it shall mean an employee coming within the scope of this Agreement.

SECTION 3. If, during the term of this Agreement, state and federal law permits a Union Shop, the following shall apply to the extent permissible:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment.

SECTION 4. Checkoff. The City agrees to deduct from the pay of all members of the Union covered by the Agreement, dues, initiation fee, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Union all such deductions. Where laws require written authorization by the Union members, the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

SECTION 5. The City will recognize authorization for deductions from wages, if in compliance with state law, to be remitted to the local Union or to such other organization as the local Union may request.

SECTION 6. The City will make every effort to allocate a portion of time to the Union Stewards during the orientation/training period of new hires to encourage new employees to join the Union.

ARTICLE 2 - NEGOTIATIONS

It is mutually agreed that to the extent this Agreement is not in conflict with any present or subsequent federal or state law or regulation, the parties agree hereto that all business comprehended by this Agreement shall be transacted between the properly accredited officer

or designated officials of the City and the properly accredited officer or designated officials of the Union and an accredited committee composed of employees of the City.

ARTICLE 3 - MANAGEMENT RIGHTS AND PREROGATIVES

The City retains all of the rights and functions of management except to the extent that they are expressly and specifically modified or limited by specific written provisions of the Agreement. Some of the rights retained by the City include but are not limited to the rights, power and authority to manage the City's operations and to direct the work force, to hire and assign employees of its own selection and determine the number to be employed to maintain efficiency, to extend, maintain, curtail or terminate all or any part of the operations of the City, to determine the size and location of the City's facilities, to discontinue old methods or facilities, to establish and prepare job classifications, to assign and reassign the work to be performed by employees or classification of employees as the City deems necessary or expedient, to establish and change work assignments and scheduling, to transfer, promote, demote, terminate or otherwise relieve employees from duties, to establish, maintain and enforce rules for the maintenance of discipline, to discipline, suspend or discharge employees for just cause, to determine, establish, change and modify quality standards and judgment of workmanship required, to determine what work, if any, shall be performed by contractors, to determine the number and starting times of shifts, the hours of work and the number of hours and days in the work week for all employees, to establish operating, work and disciplinary rules and require employees to observe rules and regulations.

The above rights of management are not all inclusive but indicate the type of matters in which rights shall belong to or are inherent to management.

ARTICLE 4 - EMPLOYEE COOPERATION

SECTION 1. Employees shall work at all times to the best interest of the City; they shall perform efficient service in their work; they shall operate and handle the City's vehicles carefully, safely, and with the utmost regard to the safety of passengers, the general public, and the equipment entrusted to their care; they shall operate and handle the City's vehicles at all times in full compliance with reasonable rules of the City; they shall give the riding public courteous and respectful treatment at all times to the end that the City's services may improve and grow; they shall at all times use their influence and best endeavors to preserve and protect the interest of the City and cooperate in the promotion and advancement of the City's interest. All employees are required to have a working telephone at their residence and provide the City with their telephone number.

SECTION 2. The employer will recognize the employees as professionals. The employer will treat employees with dignity and respect at all times. Employees will also treat each other, as well as the employer, with dignity and respect

ARTICLE 5 - STRIKES AND LOCK-OUTS

SECTION 1. During the life of this Agreement neither the Union nor the employees covered by this Agreement shall call, sanction, assist, or engage in any strike, slowdown, or stoppage of the City's work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitation of the work, operations, or services of the City except and unless permitted elsewhere in this Agreement.

SECTION 2. During the term of this Agreement, the City shall not cause or permit any lock-out of any of the employees covered by this Agreement.

SECTION 3. The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted service to the citizens and residents served by the City. Therefore it is the intent of the parties that the procedures of settling differences between the parties as established in this Agreement shall be adhered to and there shall be no strike which will affect the uninterrupted service of the City to the citizens and residents served by the parties hereto.

ARTICLE 6 - NONDISCRIMINATION

SECTION 1. No employee shall be discriminated against because of race, color, national origin, age, sex, religion, ancestry, physical disability or because of union activity or non-activity by either the City or the Union.

.

ARTICLE 7- STEWARDS

SECTION 1. The Union agrees to furnish the City with an up-to-date list of all of its Stewards, and to immediately notify the City of any changes thereto.

SECTION 2. Stewards are assistants to the Business Agents. Business Agents have final say in all disputes or settlements which involve the majority of the work force.

SECTION 3. The Union shall be represented by employee shop stewards, who shall be selected in any manner determined by the Union on a basis of one steward for every twenty-five employees (or major fraction thereof) with a minimum of one shop steward per shift.

SECTION 4. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties:

a. the investigation and presentation of grievances in accordance with the provisions of the agreement;

b. the collection of dues when authorized by the Union.

c. the transmission of such messages and information which shall originate with and are authorized by the Union.

SECTION 5. The job steward shall not absent themselves from their place of work to visit other parts of the work area without permission of the supervisors or superintendent. Any reasonable request will be granted, provided it does not interfere with efficient operation.

SECTION 6. There shall be no discrimination against any person acting as a steward for the union. All grievances shall be first reported to the steward whenever possible. The steward will make every effort to perform his duties without disrupting the services provided by the City. All grievances shall be submitted to the steward in writing.

SECTION 7. The City agrees that when conducting an interview with an employee, the City will not proceed with the interview after a determination to discipline, or after discipline is reasonably contemplated, without the presence of a steward or alternative steward. At this point, the interview will not continue until the steward or alternate steward is present. The employee may waive representation by the steward or alternate steward, in writing, and a copy shall be sent to the local union.

SECTION 8. For the purposes of negotiating a successor collective bargaining agreement with the City, time off for Union business with pay shall be provided, subject to the following: the time off shall be scheduled in one half day increments; the Union pays one half of any and all costs (including hourly benefits: FICA, workers compensation, unemployment insurance); the amount of paid time shall be limited to 200 hours per contract; the time off will be limited to the actual days when both negotiating teams are in session or caucus; and provided forty-eight (48) hours written notice is given to the City by the Union specifying the length of time off. The Union agrees that in making its request for time off consideration shall be given to the number of persons affected in order that there shall be no disruption of the City's operations due to lack of available employees.

ARTICLE 8 - PROBATIONARY PERIOD

SECTION 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a one hundred eighty (180)-day probation period, during which period he or she may be discharged at the discretion of the City, provided, however, that the City may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. This period shall include a sixty-day training period, and members can join the Union after 60 days.

SECTION 2. Operators selected to fill any new position within the Operations division shall be given a reasonable trial period, not to exceed 90 days, within which to demonstrate their ability to perform the duties of such new position or work. If the employee unsuccessfully completes the trial period, such employee shall be returned to their former position without loss of seniority.

ARTICLE 9 - TERMINATIONS AND SUSPENSIONS

SECTION 1. The City shall not discharge**,** or suspend, without just cause. Prior to any of the above-mentioned actions, the company shall give at least one written warning notice of the complaint against such employee to the employee with a copy of said notice to the Union,

except that no warning notice need be given an employee before he or she is suspended or terminated, if the cause of such action is a Class I Rule violation as specified in the operator's handbook. Discharge must be by written notice to the employee with a copy to the Union.

SECTION 2. Any employee may request an investigation by the Union as to their discharge or suspension.
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SECTION 3. Notices permitted or required to be served under the terms of this agreement shall be satisfactorily served for all purposes herein when faxed, mailed, or emailed to the employee and: Teamsters Union Local #795, 4921 Cessna Street, Wichita, Kansas 67210-1210. Copies of letters of discharge shall be faxed, mailed, hand delivered, or emailed to employee and the Union as described above. The date of the signed receipt of such notices or the time/date stamp on a fax shall be the controlling date for all purposes hereunder. Any party may give a change of address to the other party through written notice.

SECTION 4. At any time that an employee is to be suspended or discharged, at least one Union Steward will be given notice of such during that working day provided a Union Steward is on duty during that period. When possible, in cases of suspension or discharge of an operator an Operations Steward will be notified first and in cases of suspension or discharge of a maintenance employee a Maintenance Steward will be notified first.

SECTION 5. In accordance with the Transit disciplinary code, all warning letters will be for a period of 365 days.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A grievance is defined as any dispute involving the interpretation, application, or alleged violations of any provisions of this agreement.

SECTION 2. In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

a. Any employee having a complaint will discuss that complaint with the employee's immediate supervisor in an effort to resolve the complaint. An employee may request his union steward to be present. In the event the complaint remains unresolved, from the first step, the union steward and the Assistant Director or designee shall try to resolve the complaint.
b. All grievances must be reduced to writing, signed by the grieved party, and filed by Union Steward. A grievance must be received by the City within ten (10) working days after the act or incident giving rise to the grievance. City representatives shall sign receipt in the appropriate box upon receipt of grievance from steward.

c. If neither of the first two steps are successful, it shall be referred to the Director of Wichita Transit and the business agent of Teamsters Local 795, who will meet and try

to resolve the issue in a timely manner. All parties involved in the grievance will be afforded the opportunity to be at the meeting. All cases will be heard as needed at a scheduled grievance meeting between the City and the union, to be set at a mutually agreeable time and place.

Except in cases involving Class I violations, an employee to be discharged or suspended shall be allowed to remain on the job or suspended with pay unless or until the discharge or suspension is sustained under one of the first three steps of the grievance procedure.

SECTION 3. The Union agrees it will not unreasonably delay the processing of such cases and all cases will be heard within 30 days unless mutually agreed to by the Union and City.

SECTION 4. If a mutually satisfactory resolution is not reached, either of the parties may demand arbitration within ten (10) days of the time the latest decision was received above. If no settlement is reached and no demand for arbitration made within this period, the grievances shall be forever barred and extinguished.

SECTION 5. Saturdays, Sundays and holidays shall be excluded in calculating the time limits herein specified.

SECTION 6. In the event the Union or City has demanded that a grievance be submitted to arbitration as herein provided, the parties shall, within fifteen (15) days of the demand for arbitration, jointly and in writing, petition the Federal Mediation and Conciliation Service to submit a list of the names of five (5) competent and available arbitrators, from which the parties shall select the impartial arbitrator. Within ten (10) days after receiving such a list the President of the Union and an official of the City or their respective designees shall alternately strike one name from said list, until only one (1) name remains, and the person whose name remains on said list shall become the impartial arbitrator. The order of striking names shall be determined by a toss of a coin. In the event that the remaining name is not mutually acceptable to both parties, then this name shall be set aside and a new list shall be requested. This process shall be conducted as expeditiously as possible.

SECTION 7. If it is necessary to appoint a successor for the impartial arbitrator, such successor shall be selected in the same manner as the original impartial arbitrator was selected. Any successor arbitrator shall act with the same power and authority as though originally appointed.

SECTION 8. The Board of Arbitration shall meet at such time as may be mutually agreed upon between the parties and shall continue to meet until all of the evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement.

SECTION 9. The arbitrator selected in accordance with this Article shall have jurisdiction only to interpret, apply, or determine compliance with the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement and shall consider and render decisions upon only such issues as are directly raised by the written grievance taken to arbitration, which grievance shall not in any way be changed or amended after it is presented in accordance

with the provisions of this article. The arbitrator may interpret the express provisions of this Agreement, only insofar as it is necessary to the determination of the grievance at issue.

SECTION 10. The recommendation of the arbitrator shall be delivered to the City Manager and Union in writing. The arbitrator shall recommend no award outside the scope of his authority outlined in Section 9 of this article, or effecting a change, modification, or addition to this Agreement and shall confine himself strictly to the facts submitted at the hearing, the evidence and stipulations before him and the express terms and provisions of this Agreement.

SECTION 11. The fees and expenses of the impartial arbitrator, as well as other expenses incidental to the arbitration, shall be borne equally by the City and the Union, however each party shall be responsible for compensating its own representatives and witnesses and its costs incurred in presenting its case to the arbitrator.

SECTION 12. In the course of an investigation, any statements given by employees regarding other employees must be given freely and without threat of retaliation.

SECTION 13. The City Manager shall render a decision within ten (10) days after receipt of the Arbitrator's recommendation and the decision of the City Manager is final and binding. In the event the City Manager reverses the recommendations of the Arbitrator, the reasons and findings will be provided to the grievant in writing.

ARTICLE 11 - REDUCTION IN PERSONNEL - RE-EMPLOYMENT

SECTION 1. When it is necessary to reduce the regular force of motor coach operators, van operators, or maintenance employees, layoffs shall be in the reverse order of seniority as defined in Article 27 of this Agreement.

SECTION 2. When it is necessary to reduce the regular force of maintenance employees, layoffs shall be in the reverse order of seniority in the respective classifications; provided, however, that any senior employee laid off in a higher classification shall be permitted to displace a junior employee in a lower classification with less seniority if such senior employee desires to exercise such seniority in a lower classification. All junior employees so displaced shall have the same privileges of displacement and so on down the line. Any such displacement privileges must be exercised within five (5) days from any action giving rise to the privilege.

Any senior employee displacing a junior employee must be qualified or be trainable within a ninety (90) day time period to perform the job duties of the junior employee being displaced. It is agreed that any dispute arising from a finding that such senior employee is not so qualified shall be grievable.

SECTION 3. When the regular forces of motor coach operators or maintenance employees are increased, former employees who were laid off in accordance with Sections 1 and 2 shall be afforded re-employment in the reverse order in which they were laid off; provided, however, that this Agreement or any renewal or extension is still in effect, and further provided that no more than twelve (12) months shall have elapsed since their layoff. Any

employee called back under the provisions of this Article, who is unable to qualify as set forth herein shall forfeit any seniority.

a. The City and the union agree that City seniority will prevail over divisional seniority for employees who have previously worked within another division, and are subject to the wage provisions of that division, and all other provisions of the contract.

b. The City and the union agree that the union will be notified in advance of any reduction in staff which affects the union membership. Notification will take place as soon as the City is aware of a lay off situation.

SECTION 4. In the re-employment of persons in accordance with this article, the following procedure shall be followed:

a. Notices permitted or required to be served under the terms of this Agreement, unless otherwise specifically covered by this Agreement, shall be satisfactorily served for all purposes herein when faxed, mailed, or emailed to the employee and : Teamsters Union Local 795, 4921 Cessna, Wichita, Kansas, 67210-1210. Copies of letters of discharge shall be faxed, mailed or emailed to the employee and the Union as described above. The date of the signed receipt of such notices or the time/date stamp of a fax or email shall be the controlling date for all purposes hereunder. Any party may give a change of address to the other party through written notice.

b. Persons so notified to work must report for work within ten (10) working days after the date of mailing of the letter or forfeit their seniority and re-employment rights hereunder.

SECTION 5. When a layoff occurs and the person so laid off is offered re-employment under the provision of this Article, such person must be able to perform the work requirements under the then existing employment standards of the City and must submit to an examination to show such person is physically fit to return to work. Any employee failing or refusing to take such physical examination and failing to qualify under the then existing employment standards of the City shall forfeit their seniority and any rights of re-employment with the City.

SECTION 6. In the event the City shall have acquired new operating equipment during any period of layoff the City shall provide and the rehired employee shall attend a training session on such new equipment.

ARTICLE 12 - WAGE RATES

SECTION 1. Employees shall be paid in accordance with the hourly wage rates as specified in appendix A according to their classification of employment. The number of employees in any classification shall be as determined by the operating requirements of the City.

SECTION 2. The pay plan adopted by the City is a merit system. The union recognizes that merit increases are granted upon satisfactory completion of the required time in grade for each step and for work performance that meets or exceeds expectations of the position. The

union recognizes that merit increases may also be deferred for work performance reasons. However when a merit increase has been approved by the division/department and has not been processed so that the employee receives his/her increase at the scheduled pay period effective date, and where the processing delay was due to no fault of the employee, or circumstances beyond the control of the City, the employee shall be paid retroactively to the scheduled date of the increase. Exceptions must be approved by the Personnel Director.

SECTION 3. All employees shall be paid an additional 50¢ per hour for all time worked between the hours of 8:00 p.m. and 5:00 a.m.

SECTION 4. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed six (6) years total accumulative service with the City. The monthly amount of this pay shall be $2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City, the amount shall be $5.00 per month times the employee's years of accumulative service with the City. Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two (2) years of service.

SECTION 5. An operator required to perform protecting time as provided in Article 20 may be released by the Dispatcher at such time as the Dispatcher determines. The Dispatcher may require such operator to call in at a specified time to determine if further work is available. An operator required to make such call will be paid one (1) hour for such call. Failure to call in as required will result in a "late". The call must be made within 15 minutes before the specified call time in order to receive the one hour pay and to avoid being charged with a late.

SECTION 6. Employees will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. Except for holidays (Personal Day not included), injury leave and jury duty, leaves of absence will not be included as hours worked when computing eligibility for overtime even though the leave may have been paid leave.

ARTICLE 13 - OVERTIME SIGN-ON - MOTOR COACH OPERATORS

SECTION 1. An overtime sign-on sheet will be posted each week from 12:00 p.m. on Saturday until 2:00 p.m. Friday. Regular operators may sign this sheet to indicate their desire to work any overtime which may become available in the next week. After 2:00 p.m. on Friday the sheet will be redlined and no further signatures will be allowed. The sheet format will allow operators to indicate availability for overtime on regularly scheduled day off, any certain day of the week, or to indicate general availability for overtime. A copy of the overtime sheet will be made available to shop stewards each week or when requested after it is removed from the dispatch window.

SECTION 2. Overtime operators will be subject to rules which govern the extra board, and will be considered an extension of the extra board except that regular run assignments shall have priority. It is the responsibility of each operator signing the overtime sheet to see if dispatch has assigned them any additional work during the times they indicated they signed

up to work. The extra board sheet will be time stamped. Operators signing for overtime and failing to give at least 24-hour notice of not being available for work will be subject to disciplinary action.

SECTION 3. Overtime work which becomes available shall be assigned to regular operators who have signed the overtime sheet in accordance with seniority, among those signing. However, day-off operators will be considered first. Operators will not be considered for extra work that may conflict with their regular run regardless of seniority.

SECTION 4. Operators not signing the overtime sheet will forfeit their right to all pay claims for extra work.

SECTION 5. A late or no call - no show will be charged to any operator signing the overtime sheet who is late for or misses assigned extra work.

ARTICLE 14 - OVERTIME SIGN-ON - MAINTENANCE EMPLOYEES

SECTION 1. There will be an overtime board posted in the Maintenance area. Maintenance employees wishing to work overtime, will sign the overtime board to be posted and signed on a weekly basis. Overtime shall be distributed equally among all employees on the board in their respective classifications. When overtime becomes available it will go to the qualified employee who has gone the longest without overtime starting at the end of the last pay period. Overtime work which becomes available shall be assigned as follows:

First: Employees on the board who are regularly scheduled off for the day.
Second: Employees signed on the board who are available during the time needed.
Third: Employees not on the board but who are available during the time needed.

SECTION 2. Any employee by request to the Superintendent of Maintenance shall be relieved of his or her obligation to work overtime, provided another qualified employee in his or her classification is ready, willing and able to perform the required overtime work. In the event an employee requests relief from overtime obligations, such relief will be granted only when the junior person in seniority in said classification and shift is qualified to perform such work and then in such event, he or she shall be assigned thereto.

ARTICLE 15 - RUNS - DAY OFF

SECTION 1. A regularly assigned run is a day's work selected by a bus operator in accordance with his or her seniority and assigned to that person for an extended period whenever there is a selection and assignment of regular runs. All other pieces of work shall be classified as extra work when temporarily manned by bus operators other than those to whom they were originally assigned.

SECTION 2. Bus operators who have sufficient seniority to select and are assigned to regularly scheduled runs during a selection and assignment of runs are defined as regular bus operators.

SECTION 3. All operators shall be entitled to at least one (1) day off each week. The day off provided herein shall not be in conflict with the operations of the City's service.

SECTION 4. The City agrees to make every effort possible in the planning and arrangement of the operating schedules, to maximize 5 day, utilize 4 day and limit 6 day work weeks for as large a percentage of the bid run operators as possible.

SECTION 5. Regular run operators shall not be used on their day off for extra pieces of work until and unless all available extra board has been exhausted.

ARTICLE 16 - SELECTION AND ASSIGNMENT OF RUNS

SECTION 1. Runs shall be selected on a seniority basis; that is, the senior operator in service may select any run of his or her choice. The next senior operator in service may then make his or her selection and so on down the seniority list.

SECTION 2. There shall be a minimum of three (3) run assignments annually. The City will make every effort to space run assignments approximately four (4) months apart. This section shall not be construed as prohibiting additional run assignments to meet the operating needs of the City for new or revised services.

SECTION 3. Run selections shall be made at a day and time set by the City, and notification given to the Union Stewards. A draft copy of the run assignments and schedules will be posted at least five (5) days before the day of run selections, and it is the responsibility of each driver to review the run assignments prior to the sign-on time. Any minor changes after posting will include copies of change given to the union stewards.

SECTION 4. The sign-on period will be posted on the dispatch window at least five (5) days before sign-on begins.

SECTION 5. Any operator who fails to comply with the sign-on procedure set by the City will forfeit his/her turn to sign-on. Operators who forfeit their turn will be placed at the bottom of the seniority roster to bid after all other operators have completed the bidding. Bypassed operators will return to their normal place of seniority upon completion of the bid.

In the event an operator is absent for vacation or other approved absence at the time of a run assignment, the following procedure will be followed to assure timely signing.

a. The operator will provide the dispatch, in writing, at least three (3) run choices in order of preference. A copy will be provided to union steward
b. When the operator's turn for sign-on arrives, the Superintendent of Transportation or designee will enter the operator's name next to the highest available choice.

SECTION 6. Should an operator not be working at the time of a run assignment as a result of extended injury, illness or leave of absence as provided in Article 33, Section 2 of this Agreement, said operator shall be passed over in the run assignment.

SECTION 7. An operator passed over due to extended absence may, upon return to work, elect to work on the extra board or may "bump" an operator junior to him/her in seniority. Operators bumped under this provision may in turn "bump" an operator junior to him/her in seniority or work the extra board. This process will continue in order of seniority until an operator elects to operate from the extra board.

SECTION 8. The bumping procedure of paragraph 7 is applicable only to extended injury, illness or approved leave of absence and is not applicable to any other absence or for any other purpose.

SECTION 9. A "bump" shall take effect on the following Saturday after the bump. A bumped operator shall automatically move to the extra board until he/she "bumps" another lower seniority run in turn. Bumps must be made within two (2) working days of return to work or being bumped.

SECTION 10. In the event the return to work as provided in Section 9 is within thirty (30) days prior to the effective date of the next run assignment the returning operator shall be assigned to the extra board and shall not be permitted to "bump" for a run.

SECTION 11. Run assignments will be placed into effect on Saturday only. "Bumps" as set forth in paragraph 9 through 12 of this Article will be placed into effect on the following Saturday.

SECTION 12. Whenever it is known that a regularly assigned run will be vacant for a period of thirty (30) days or more, unless there are operational needs of the City to extend the thirty (30) days with proper notification given to the Union, the City shall post a bid sheet for that run for a period of three (3) days from 2:00 p.m. the first day to 2:00 p.m. the third day. This does not apply to operators being off sick. Any operator may sign for the open run and the run will be assigned to the senior person bidding on such vacant run.

SECTION 13. Bidding of runs: Once an operator places his/her name on a job bid, said operator may not remove his/her name from the bid sheet.

ARTICLE 17 - OPERATION - EXTRA BOARD

SECTION 1. The extra board is established for the purpose of furnishing extra operators so that all extra work may be completed as scheduled or as the service may require. Extra board operators shall respond to all calls made on them by the Company. All Extra Board Operators must have a working telephone. In the event their telephone has been disconnected, they will have forty-eight hours to reconnect, or they will be forced off the Extra Board and made to take the last run that was available when the run pick came to an end.

SECTION 2. Operators bidding the Extra board must be approved by Operations Division. Operators must be willing and able to perform all job duties of the Extra Board and drive any equipment. Any operator appearing questionable in this area will be given thirty days to prove themselves. If after the end of thirty days the Operator still cannot perform the duties properly, the Operator will be obligated to take the last run that was open when the bidding was closed.

SECTION 3. When Extra Board operators are not available, regular operators may be called upon by the Company to perform extra work. Such extra work shall be in accordance with rules for overtime work in article 13, Sections 1 through 5.

SECTION 4. Beginning with the first day of any run assignment, all extra operators will be placed on that day's work sheet in accordance with their seniority. New operators will be placed in the No. 1 position on the work sheet the first day they work, except if it would be the first day of a new run assignment, then they would take position according to seniority. Operators on leave, upon returning back to work, will take the bottom of the Extra Board the first day back.

SECTION 5. Any piece of work to be filled from the extra board will be filled in this manner. The piece of work with the earliest sign-on time will be assigned to the extra board operator in the No. 1 position and so on, until all pieces of work have been filled, (with the exception of shine assignments). Extra board operators will be limited to fourteen (14) hours per day whenever possible. The remaining extra board operators will be assigned to a shine assignment, if needed.

SECTION 6. The Extra Board will be operated as a rotating board, and the Extra Board operator working the least number of hours in any one day will move up the Work Assignment Sheet for the following day to the top position, and so on down the board on the basis of hours worked by each the previous day.

SECTION 7. Any Extra Board operator who is excused from work for any reason will hold his/her same position on the Extra Board for the following day.

SECTION 8. Excused absences of Extra Board operators will be handled in the same manner as regular operators.

SECTION 9. All Extra Board operators will be scheduled for a weekly minimum of forty (40) hours per week. A week will be computed as seven (7) twenty-four (24) hour days following 5:00 a.m. Saturday.

ARTICLE 18 - OPERATOR RELIEF

SECTION 1. Operator reliefs shall be made in a timely manner in accordance with run assignment schedules. In the event the relief operator or extra board person assigned to the relief fails to make the relief on time, the City may require the operator to work up to three hours. In the event a relief operator fails to show, the operator shall immediately notify the Dispatcher or Supervisor.

SECTION 2. The Dispatcher is to notify the operator by the most expeditious means available if the operator is not going to be relieved at his or her relief time. This applies only if the Dispatcher or Supervisor is aware of the delay in relief in sufficient time to inform the operator.

SECTION 3. In the event an operator is required to make two additional trips as provided herein, the operator may elect to continue the run until the scheduled end of the run or until the next scheduled relief. The operator electing to continue the run shall notify the dispatcher of such election prior to making the two additional trips herein before required.

SECTION 4. In the event the operator elects to continue the run to its end or the next scheduled relief the relieving operator or extra board person assigned to the relief shall lose all claim to any hours which would have been operated had the relief been affected on time.

SECTION 5. In the event the operator does not elect to continue the run to its end or the next scheduled relief and the City fails to provide a relief operator at the end of the two trips herein before required, the operator may return the bus to the garage at the end of the two trips without penalty.

ARTICLE 19 - LATE REPORTS

SECTION 1. Timely service to the public is a basic principle of the operation of a bus system. Failure to report for work or failure to report on time by employees jeopardizes the ability of the City to provide timely service. Consequently, rules relating to late with specified penalties are provided.

SECTION 2. A "late" is defined as a failure to report for work at the time specified on the run assignment or a failure to notify the dispatcher sixty (60) minutes in advance of report time. A five-minute window will be given before the operator loses their run; however, lates will still be recorded per Section 3 below.

SECTION 3. Administration:

a. Lates shall be recorded on the daily dispatch sheet by the dispatcher and shall be entered on a record for each individual employee by the Supervisor. Individuals may review this attendance record during regular office hours.

b. Lates will be recorded by the dispatcher as they occur.

c. An operator charged with a late shall be placed on the bottom of the extra board for that date and may be required to take a piece of work which may become available on that date, unless Section 2 above pertains.

d. Failure to show up at the dispatch office within one hour of sign-on time, (unless criteria in Section 2 has been met), will count as a no-call, no-show. Should any employee not show up at the dispatch window before 3:00 p.m. on that day, such employee will have to be counseled by the Director or their designee before returning to duty status.

e. Any employee receiving a "late" will be allowed to work the late off before the normal rolling twelve (12) month period by meeting the following criteria:

- Employee must make themselves available to the dispatcher for the remainder of the day that they receive the late.

- Employees must make themselves available for any and all work for a period of four (4) consecutive weeks following the week in which the employee received the late. (The employee must sign "any" on the overtime sheet.) The only exception allowed will be vacation.

- Any "late" within the four (4)-week period will terminate this provision.

- Only three (3) lates can be worked off in any "calendar" year.

f. The following measures will be taken regarding lates and no-call/no-show occurring within any rolling twelve (12) month period:

One-Three lates:	Verbal counsel each occurrence
Four lates:	Written Reprimand
Five lates:	One (1) day suspension without pay
Six lates:	Three (3)-day suspension without pay
Seven lates:	Termination
No-call/no-show:	1st instance - written reprimand, 2nd instance - three (3)-day suspension without pay, 3rd instance – termination

g. The foregoing procedures shall also be applicable to Maintenance personnel and administered by the Superintendent of Maintenance or his/her designee.

h. Employees who are absent without notice and fail to contact the City for three (3) consecutive days may be terminated except in cases of extreme emergency.

ARTICLE 20 - PROTECTION TIME

Any bus operator required to report for the purpose of protecting runs, schedules, or other services, shall be paid for such protecting time at the regular straight time hourly rate of pay for all time so held, with a minimum of two (2) hours pay time; provided, however, that any

such bus operator if, during the course of a protecting assignment receives a run assignment, the operator shall receive pay for the time spent protecting such assignment. Overtime board operators will be assigned to protection time according to availability first, then seniority, among those signing.

ARTICLE 21 - TIME ALLOWANCES

SECTION 1. All bus operators shall receive an allowance of ten (10) minutes as preparatory time on their first platform assignment of the day and five (5) minutes for each subsequent platform assignment. Such preparatory time is for the inspection of equipment and other duties arising out of the performance of their work.

SECTION 2. Such preparatory time shall be computed as part of the scheduled run time and will not be reflected separately on run assignments.

SECTION 3. Travel time to the start point of the run in addition to the preparatory time shall be included in the run time. Travel time of 5 minutes or sufficient time to the downtown transfer point shall be included in reliefs made downtown. The City shall consider additional time for downtown reliefs when required due to traffic congestion.

SECTION 4. The City may require all employees to attend meetings with pay as necessary to accomplish their duties in a safe and efficient manner.

ARTICLE 22 - MINIMUM PAY PROVISIONS

SECTION 1. No operator shall be required to take an extra special or emergency run which leaves and returns to the garage for less than two (2) hours paid time.

SECTION 2. All employees will be paid one dollar ($1.00) per hour in addition to the regular straight time hourly rate of pay during such time as they may be required to instruct trainees. To qualify for this pay, a trainer must meet all criteria set forth by management.

SECTION 3. Any employee accumulating a total of eighty (80) hours of training in any twelve (12) month period shall receive one (1) day off with pay. The day off will be the employee’s choice so long as the company has sufficient help to cover the absence.

ARTICLE 23 - WORK WEEK, DAY OFF, OVERTIME - MAINTENANCE EMPLOYEES

SECTION 1. A working schedule will be posted for each shift in each classification which will establish the normal day's work in the Maintenance Division. There shall be no split shifts. No employee shall be required to take more than one (1) hour lunch period. Employees shall have at least one day off weekly.

SECTION 2. Any maintenance employee called to work, other than his/her regularly scheduled assignment, will be paid a minimum of two (2) hours.

ARTICLE 24 - ASSIGNMENT OF WORK – MAINTENANCE EMPLOYEES

SECTION 1. At such times as the City deems necessary, it shall determine the number of maintenance employees needed in each classification on each of its work shifts including days off as assigned by the City on each of its work shifts and post such information on the bulletin board, together with a classification seniority list for the maintenance employees.

SECTION 2. Maintenance employees shall choose their work shifts, including the days off as have been assigned by the City, in accordance with their classification seniority. Such bulletin shall remain posted on the bulletin board for five (5) days during the last three (3) days of which the employees shall make their selection of their work shifts in accordance with their classification seniority. There shall be a minimum of two (2) work shift assignments per year, equally spaced so as to allow approximately six (6) months between assignments. This section shall not be construed as prohibiting additional work shift assignments to meet the needs of the City.

SECTION 3. The Superintendent of Maintenance or his designee shall have full charge of the selection and assignment of work in the Maintenance Division, and should any maintenance employee fail to promptly select his/her shift, be unable to do so, or be prevented from doing so because of illness, absence or other reasonable causes, the Superintendent of Maintenance or his designee, shall assign him/her to a shift for which he/she is entitled by reason of seniority unless absent employee has left his/her choices with union steward.

SECTION 4. It is the general policy of the City in accordance with its maintenance needs to use its maintenance employees on work for which they are best qualified; therefore, the maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments well and efficiently.

ARTICLE 25 - PROMOTION AND FILLING OF VACANCIES - MAINTENANCE

SECTION 1. Whenever the City shall create a new position or determine that a vacancy exists in any of the work classifications of the Maintenance Division, it shall be the policy of the City to fill such new position or vacancy from the ranks of its maintenance employees who bid therefore on the basis of ability. In the event the ability of two (2) or more applicants for the vacancy is equal, seniority shall govern.

SECTION 2. Notice of any vacancy or new position to be filled as aforesaid shall be posted for a period of five (5) days on the bulletin board.

SECTION 3. A maintenance employee selected to fill a new position or vacancy as hereinabove provided shall be given a reasonable trial period not to exceed forty-five (45) days within which to demonstrate their ability to perform the duties of such new position or work. If the employee unsuccessfully completes the trial period, such employee shall be returned to his former position without loss of seniority.

SECTION 4. During the trial period as set forth in this Article the employee's rate of pay shall be that of the position which said employee has bid.

SECTION 5. The person selected as day lead mechanic shall receive $1.00 per hour in addition to their regular wage. In the event the night mechanic supervisor is absent for his shift, a night lead mechanic will be designated and also paid $1.00 per hour in addition to their regular wage. For the early AM shift, a mechanic will be designated morning lead mechanic until the day lead mechanic arrives, or, in the event the day lead mechanic is off, the Maintenance Supervisor arrives. Morning lead mechanic shall receive $1.00 per hour in addition to their regular wage. Regardless of any lead mechanic provision in this article, this will not preclude any mechanic, A or B, from answering radios and/or giving assistance to bus/van operators with questions or concerns about vehicle operations. This assistance would include decisions on whether to shut a bus down, replace a bus (road call), or any other assistance to ensure bus/van schedules are on-time for the public.

SECTION 6. . If in the new position or vacancy as herein provided, no maintenance employee bids for the job, the operators shall be offered opportunity to qualify along with applicants from outside the City. Management will determine the qualifications for any job. If an operator who is selected for the position fails to demonstrate their ability within forty-five (45) days, they shall return to the extra board with no loss of seniority.

ARTICLE 26 - SENIORITY

SECTION 1. City seniority computed from the date of hire by the City shall be used for computation of any benefits such as length of service. Divisional seniority, operations or maintenance, shall be computed from the latest date of hire in either division, providing the probationary period has been completed.

SECTION 2. For all purposes relating to seniority except for computation of benefits three (3) divisions will be recognized - van, bus, and maintenance. Employees may not hold seniority in more than one division of the City.

SECTION 3. The City agrees to keep posted in an accessible place an up-to-date seniority roster showing the name, date of employment, and seniority of all employees coming within the scope of this Agreement. Such rosters shall reflect seniority by division and classification within the division, if any. City shall make copies available to union stewards quarterly.

SECTION 4. The seniority of all maintenance employees coming within the scope of this Agreement shall date from the hour and date that they first reported to an assigned station ready for duty as a maintenance employee in regular service of the City, provided the probationary period has been completed.

ARTICLE 27 - PENSIONS

SECTION 1. The City shall make contributions to a pension fund for purposes of retirement for each employee coming within the scope of this Agreement.

SECTION 2. The pension trust for such pension shall be the Central States, Southeast and Southwest Areas - Pension Fund. There shall be no other pension fund under the Agreement for operations under this Agreement under the Central States, Southeast and Southwest Areas - Pension Fund Agreements to which employees who are party to this Agreement are also parties.

SECTION 3. Contributions to the Pension Fund shall be made for each week on such regular or extra employees including weeks where work is performed for the City, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

SECTION 4. Through the duration of this Agreement, the City shall contribute to the pension fund eighty three dollars and fourteen cents (83.14) per week per full-time employee.

SECTION 5. By the execution of this Agreement, the City authorizes the City's Associations which are parties to said Pension Fund to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the City Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 6. If an employee is absent because of illness or off-the-job injury and notifies the City of such absence, the City will continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the City shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 7. If an employee is granted a leave of absence, the employee must arrange for and continue self-payment of required contributions from the first day of and through the period of absence.

SECTION 8. Action for delinquent contributions may be instituted by the local Union, the areas conference, or the trustees

SECTION 9. At the option of the employee, the City will contribute $10 per pay period per full-time employee to a City-sponsored deferred compensation account, provided each participating employee also contributes $10 per pay period. Any City contributions to a deferred compensation account will be suspended for any week in which the employee is on leave without pay.

ARTICLE 28 - INSURANCE

SECTION 1. The City will provide to employees covered under this agreement the same health insurance program available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee selects. Participation in the health insurance program is optional with each employee.

SECTION 2. Life Insurance**.** The City agrees to provide group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of $150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

ARTICLE 29 - VACATIONS

SECTION 1. Employees shall earn, on a bi-weekly basis, according to the schedule below. New employees may not take vacation until the beginning of the pay period following their first six (6) months; however, those new employees who separate from the City prior to this time period forfeit all vacation.

Years of Service	Days of Vacation
Less than 5 years	10
5 - 9 years	15
10 - 15 years	17
16 – 20 years	20
21 or more years	25

SECTION 2. All vacation time allowance shall be based upon each member's seniority date with the present City herein and all predecessor companies.

SECTION 3. Employees will be permitted to carry forward earned vacation up to a maximum of two hundred forty (240) hours.

SECTION 4. Any employee who has quit or is laid off shall be entitled to the vacation pay earned provided he/she has worked his/her full year. No employee shall be entitled to vacation pay in lieu of taking vacation.

SECTION 5. An employee, upon the giving of a reasonable notice of not less than two (2) weeks to his/her City, shall be given his/her vacation pay before starting on his earned vacation. The foregoing provision shall not apply to the employee whose absence is due to a bona fide illness or accident.

SECTION 6. Vacation pay shall be paid on the basis of forty (40) straight-time hours per week of vacation.

SECTION 7. The time for taking of such vacation shall be subject to the determination by the City, and the City and the employee agree to give the City as much notice as possible when applying for such vacation. The City also agrees to cooperate in determining a suitable time for such vacation consistent with the performance of the duties of the City in its maintaining adequate and constant service.

SECTION 8. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the City's business.

SECTION 9. Vacation may not be taken concurrent with any other leave. Employees who have exhausted their sick leave benefits, and who do not furnish a physician's release for a return to work within twelve (12) working days of exhausting their sick leave, will be required to use their accrued vacation before being placed on leave without pay. However, an employee who has used his/her vacation in accordance with this Section will be permitted to take a leave of absence pursuant to Article 33, Section 2 during the weeks he/she had signed on for vacation provided the City has adequate help to protect the workload.

SECTION 10. Vacation periods will be bid in weekly increments and will be taken in increments of five (5) or six (6) days within calendar weeks depending on the work week of the employee at the time vacation is taken.

SECTION 11. Vacation periods may be "split" provided that the minimums set out in Section 12 below and other vacation requirements are met.

SECTION 12.

a. A vacation sign-on board and seniority roster will be posted the first working day in November of each year permitting operators to sign in order of seniority for vacation periods to be taken during the weeks of the following calendar year. The sign-on board will provide opportunity for operators to use all vacation time accrued in the year prior to the year vacation is taken, with such opportunity spread equitably through the year consistent with operating needs of the City. The sign-on shall be completed by November 30.

b. Vacation schedules, by classification, shall be posted on November 1st of each year for the following year’s vacation period. Vacation selections shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation during each week. Vacations, for the period January 2nd to December 31st, shall be selected within thirty (30) calendar days after the schedule is posted.

   Twenty-five percent (25%) of the total employees in each classification, center or work group shall by seniority, select by week prior to the completion of the vacation schedule. If an employee fails to select their vacation in the allotted time frame as described above, they will select available openings at such time as they are ready. This sign-on policy to be administered by the union stewards in each classification.

SECTION 13. The General Manager or his/her designee will control the bid procedure so as to assure vacations are bid in seniority order among those available to bid, that vacations bid do not exceed accrued vacation for each operator, that sign-on is made in ink, that any changes made to correct errors are properly made, and that the bid is completed by December 30.

SECTION 14. Requests to select an open vacation period, or to request consideration for vacation in addition to the maximum slots scheduled, shall be made in writing to the City on bid forms provided for such purpose at least two (2) calendar weeks in advance of the week in which the vacation would begin. Provided this two-week notice is given, such requests will be honored on a seniority basis provided (1) the request is for a full week of vacation or will exhaust the employee's accrual with less than a full week of vacation, (2) an opening exists in the time period for which the request is made, and (3) if an opening does not exist the City is able to grant additional vacation time during the period requested. Seniority will not apply to requests for vacation with less than two (2) weeks prior notice.

SECTION 15. At the end of the calendar week, two (2) weeks prior to the start of an open vacation period, the Supervisor will grant vacation to the senior operator(s) bidding in full week or to exhaust accrual, and then to the senior operator(s) bidding for less than a full week or the level of accrual.

SECTION 16. Depending on the operating needs of the City, it may be possible to allow more operators off than originally scheduled during a week. In the event the City determines it is possible to allow additional operators off in a given week it will grant vacation as follows: (1) to the senior operator(s) bidding with more than two (2) weeks advance notice, and then (2) to the first operator(s) requesting vacation with less than two (2) weeks' notice, in the order requests are made.

SECTION 17. The Superintendent of Maintenance shall post a vacation sign-on board the first working day each November on which maintenance personnel may make their requests for vacation in order of seniority. The number of persons in any job classification permitted to be on vacation during any period shall be at the discretion of the Superintendent of Maintenance consistent with the requirements of the City. The sign-on shall be completed by November 30.

ARTICLE 30 - ABSENTEEISM

SECTION 1. The parties have met in an attempt to clarify the short term sick leave policy and as a result of this negotiation agree to the following:

a. Well Day - Effective December 24, 2011, an additional day of leave shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours of sick leave in the preceding payroll year. Any employee who completed the previous payroll year as a fulltime employee and who did not use any sick leave hours during the payroll year as a fulltime employee and who did not use any sick leave hours during the payroll year will receive one more additional day of leave. Well day leave must be taken in increments of not less than thirty (30) minutes, or, according to department rules, with prior approval of the employee's supervisor.

Well Day Leave may be granted the second pay period of the following payroll year. It is not cumulative and is not charged against any leave accumulation.

Well Day earned in 2010 can be used anytime prior to December 23, 2011.

SECTION 2. Any employee who is sick and unable to work shall notify the dispatcher or their supervisor not later than sixty (60) minutes prior to their run or work assignment in the case of maintenance employees.

SECTION 3. A bus operator becoming ill during their run will notify the dispatcher by phone or radio and request that a relief driver be provided. Maintenance personnel will notify the Maintenance Supervisor and request to be relieved

SECTION 4. An employee shall accrue sick leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 1.167 days per month (14 days per year). Sick Leave will be accrued on the basis of an 8 or 9 hour day.

A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick leave for other than probation employees is in accordance with established policies previously defined

SECTION 5. Sick leave pay shall be paid at straight time rates based on the employee's normal run or work schedule for the hours taken, except that pay for extra board operators shall be based on a nine (9) hour day. Sick leave shall not count towards weekly overtime. No pay shall be granted for sick leave for any day the individual would not have worked their regular duty assignment (day off).

SECTION 6. Any sick leave pay as provided in Section 5 above shall be limited to the available accrual less any payments received by the individual from worker's compensation, any City-sponsored wage replacement program, or payments received in lieu of wages as a result of any insurance settlement.

SECTION 7. Any employee excused for three (3) or more consecutive days or for five (5) or more days in any thirty (30) day period must have a release from a doctor before they can return to work. Further, when an employee is excused from work for sickness or more than five (5) working days, said employee will provide the City with a status report on a weekly basis.

SECTION 8. Any employee who is on sick leave and found to be working at another job or engaged in some other activity not consistent with their alleged sickness may be terminated from further employment by the City.

SECTION 9. Employees who have exhausted their sick leave will be required to use their accrued vacation before being placed on leave without pay.

SECTION 10. Sick leave benefits as provided herein shall be cumulative from each year to a maximum of sixty (60) days; no payment shall be made by the City for any accrued sick leave upon termination. However, the City will pay an employee upon their retirement fifty percent (50%) of the employee's unused sick leave, or seventy-five percent (75%) if an employee has used 32 hours or less in previous year.

SECTION 11. In the event of a death in an employee's immediate family: spouse, children (stepchildren), parents, (stepparents), state-approved foster child, or any relative living in the employee's home, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days to be taken within a two week period following the death of the family member. For the death of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, employees may be allowed up to three (3) workdays to be taken within a two week period following the death of the family member. This leave must be approved by the department or division director, and is not charged against any leave accumulation. Documentation of funeral or death may be required.

Any employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

ARTICLE 31 - HOLIDAYS

SECTION 1. The City recognizes the following ten (10) holidays as paid holidays for all employees:

New Year's Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Personal Day

Holiday pay shall be paid on the basis of eight (8) hours straight-time pay per holiday.

SECTION 2. All operators called to work on any of the above listed holidays shall be paid a minimum of eight (8) hours pay at the regular rate in addition to the pay referred to in Section 1 of this Article.

SECTION 3. In the event a holiday falls within an employee's vacation period, the employee shall be granted an additional day's vacation with pay.

SECTION 4. In order to qualify for pay for a holiday not worked, it is provided that employees must work the regular scheduled work day which immediately precedes and

follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

SECTION 5. To qualify for the personal day as provided above, the employee must have completed one (l) year of service. Extra pay provision of Section 2 is not applicable to the personal day. The personal day will be granted on the second payroll of the calendar year, and be used at anytime during the remainder of that year's payroll period. The time for taking such day off will be subject to the operational needs of the Company.

ARTICLE 32 - LEAVE OF ABSENCE

SECTION 1. The City agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on official Union business, provided forty-eight (48) hours written notice is given to the City by the Union specifying the length of time off. The Union agrees that in making its request for time off for Union activities due consideration shall be given to the number of persons affected in order that there shall be no disruption of the City's operations due to lack of available employees.

SECTION 2. Any employee desiring leave of absence from their employment shall request such leave in writing from the Department Director or designee not less than thirty (30) days in advance of the anticipated effective date of the leave. The City reserves the right to refuse a leave of absence request. Leave of absence shall not exceed sixty (60) days and may be extended at the discretion of the City.

SECTION 3. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

SECTION 4. The City does not pay health or life insurance premiums for employees who are on leave without pay. It is the employee's responsibility to arrange for payment of the total premium.

SECTION 5. The Union and the City agree to abide by the Family Medical Leave Act.

SECTION 6. Any time in which an employee is on a leave of absence without pay, that time will not count towards the time in step required under Article 12, Section 2.

ARTICLE 33 - COURT ATTENDANCE - JURY DUTY

SECTION 1. In the event an employee coming within the scope of this Agreement is required by the City to act as a witness in court on behalf of the City resulting in the employee's loss of all or any part of a regular day's work, the employee so involved shall be paid for the actual time lost.

SECTION 2. It is the intention of the parties that employees shall not lose wages when required to perform jury duty. Any employee shall be paid regular wages for lost time but shall return to City any pay for jury duty

ARTICLE 34 - UNIFORMS-UNIFORM REGULATIONS

SECTION 1. All bus operators shall be required to wear uniforms while on duty and such uniforms shall be in accordance with the specifications of the City. Such specifications shall provide for summer and winter uniforms. Employees who are members of the Union will be permitted to wear the Union emblem as agreed to by the city and the Union.

SECTION 2. The period of the year during which such uniforms shall be worn shall be designated by the City. Bus operators are permitted the option of wearing the jacket while on duty; provided, however, each operator will be required to have a complete uniform.

SECTION 3. Required uniforms: first year, uniform allowance for new-hire bus and van drivers will consist of: 4 shirts, 3 pants, 1 tie, 1 belt and 1 jacket. In subsequent calendar years, employees will receive $300/year for replacement of worn-out or damaged uniform items, including shoes. Uniforms will be purchased through a voucher system redeemable at an approved vendor. Employees will be responsible for selecting an appropriate mix of seasonal items for an entire year of service.

SECTION 4. Any operator appearing for duty and not in proper and acceptable uniform may, at the option of the City, not be permitted to work.

SECTION 5. When the City shall require the maintenance employees to wear uniforms, and such uniforms are rented, the City shall pay one hundred (100%) of such cost. When the City shall require the maintenance employees to buy their uniforms, the City shall pay the maintenance employees for the laundering of such uniforms.

SECTION 6. All maintenance employees are required to wear nonskid, steel-toed safety shoes while on duty. The City agrees, on an annual basis, to supply safety shoes to all maintenance employees. The City will make the selection of vendor and style of the shoe. For the purpose of clarification, annually is defined as a twelve (12)-month period beginning with the month of January. All maintenance personnel will receive a tool allowance of $200.00 annually.

SECTION 7. Clothing allowance will be earned at the rate of 1/12 per month. However, the whole year's allowance will be available to the employee at the beginning of the contract year.

SECTION 8. If an employee leaves Wichita Transit for any reason during the first two (2) years of employment, said employee will be charged for an advanced, spent, uniform allowance, on a prorated basis as referred to in Section 7.

SECTION 9. Employees hired after October 1, will not receive additional clothing allowance the first January 1 following their hire date.

SECTION 10. Uniforms will be returned to Wichita Transit within thirty (30) days of separation of employment for any reason.

ARTICLE 35 - SAFETY - ACCIDENTS - PREVENTION – REPORTS

SECTION 1. The City agrees that it shall not require an operator to drive vehicles which are not mechanically sound and that are not in safe operating condition, or that are not equipped with safety appliances prescribed by law. Operators shall report defects of equipment at the end of the shift on forms furnished by the City. For safety reasons the City will make every effort to use the same bus on the same route each day, to the extent possible.

SECTION 2. The City shall not require drivers to operate equipment reported unsafe or defective until approved by the Superintendent of Transportation, General Manager or designee. It is understood that buses which are not equipped with defroster and heaters are to be regarded as unsafe during cold weather.

SECTION 3. All accidents or observance of accidents in any way incidental to the operation of the City's service, however apparently insignificant, and disturbances or unusual occurrences shall be fully, properly, and completely reported by employees concerned on report forms furnished by the City. Such accident or incident reports shall be made out and submitted to the City on the date of such accident or occurrence, if possible, and shall be completed in conformity with the City's rules.

SECTION 4. Any employee involved in an accident or occurrence involving damage to a City-owned vehicle or personal injury to a passenger must make an immediate report by telephone or radio, when such vehicle may be equipped with two-way radio, to the City. Such report shall be made whenever such accident or occurrence results in property damage or personal injury of any nature.

SECTION 5. The Union recognizes that accident prevention work is necessarily incident to the operation of the City's transportation system and that safety programs, safety meetings, and general accident prevention work is mutually beneficial to all employees and the City. The Union, therefore, agrees that it will encourage the employees coming within the scope of this Agreement to voluntarily cooperate with the City in its safety work and to take an active part and interest in accident prevention work.

SECTION 6. City will abide by all applicable federal laws regarding safety of employees, vehicles, work sites and maintenance shops. The general manager or his/her designee shall act as a contact for union officials wishing to bring any safety issues to the attention of the City. The City will make every reasonable effort, in the procurement of new vehicles to include in the specifications provisions for speedometers, lumbar supports, and heated mirrors.

ARTICLE 36 - EXACT FARE

No operator will be required to carry any money for purposes of making change for passengers.

ARTICLE 37 - TRANSPORTATION TO WORK SITE

Any operator whose work shift begins or ends at any site other than the Transit Center shall be furnished transportation to and/or from said work site. Every operator will be entitled to use the bus or other vehicle furnished for such transportation

ARTICLE 38 - PARATRANSIT VAN OPERATORS

SECTION 1. Paratransit van operators will be on a separate seniority list. Any time worked on the paratransit van operators' seniority list will not be carried forward to the bus operator's seniority list, in the event that an employee is hired as a bus operator.

SECTION 2. Employees shall cross from one division to the other as needed. Any time an employee crosses over to work in another division, the employee will be paid at the rate of pay for the job being done, or his/her regular rate of pay, whichever is greater. The proper equipment will be used for the job.

SECTION 3. Full-time paratransit van operators with good work histories will be given priority consideration for open positions as full-time bus operators.

SECTION 4. All paratransit van operators will be responsible for fueling their vehicles, each day at a designated City fueling location. They will be compensated at the applicable hourly rate.

SECTION 5. Benefits: All benefits, holiday and insurance coverage, etc. will be the same as those outlined in the Contract for bus operators.

ARTICLE 39 - MISCELLANEOUS

SECTION 1. Picket Lines - It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee refuses to go through or work behind any picket line at the place of business of any other company where the employees of such company are engaged in a strike ratified or approved by the Union of such employees.

SECTION 2. Waivers - The waiver of any breach or condition of this Agreement by the parties hereto shall not constitute a precedent for any subsequent waiver of any breach or condition.

SECTION 3. Prior Agreements - This Agreement constitutes the sole Agreement between the parties and terminates and renders inactive all agreements, actual or implied, between the parties established or made prior to the effective date of this Agreement.

SECTION 4. Bulletin Board - The company shall furnish a union bulletin board to be used for official union business. Employees shall not remove, tamper with or alter any notice posted by the union. Postings by the union on such board are to be confined to official business of the union and on the union's official letterhead of the local or the International Brotherhood of Teamsters. The employee seniority list shall be posted on the union bulletin boards and kept updated quarterly.

SECTION 5. Full-time Appointment - Full-time status is for employees who work at least 40 hours a week performing work that is on-going.

ARTICLE 40 - SUBCONTRACTING

The ability to subcontract work currently provided by in-house staff is a management right subject to the provisions of the most recent 13C agreement in effect. In the event that management determines a need to subcontract work, the city agrees to notify the union of its intentions. If the subcontracting of work would result in the direct layoff of bargaining unit employees working in the area being considered for subcontracting, the city agrees to allow the union 30 days from the time of the notification to submit a competitive proposal to the city for the same work. The union proposal would be subject to the same terms and conditions as those imposed upon outside providers. The city agrees to provide the union with all relevant information provided to outside entities intending to bid on the subcontracted work. If the proposal submitted by the union meets or exceeds the best and most responsive outside proposal as judged by the established selection criteria, then the city agrees to accept the union proposal to provide the work. Said agreement provisions would supersede any rights or privileges contained elsewhere in the collective bargaining agreement and would pertain specifically to the work functions outlined in the subcontracting scope of work.

ARTICLE 41 - SEPARABILITY

SECTION 1. This Agreement shall be subject to and subordinate in all respects to any present or subsequent federal or state law or regulation to the extent that any of the provisions herein contained be in conflict herewith, such provisions or portions thereof shall become null and void and the remaining portions shall remain in full force and affect.

SECTION 2. This Agreement shall further be subject in all respects to a reduction of work day or work week hours as those herein established, should the Fair Labor Standards Act be amended as to repeal the exemption from overtime of bus operators, conductors or maintenance employees or other employees of the City subject thereto.

ARTICLE 42 - DURATION AND CONSTRUCTION OF AGREEMENT

SECTION 1. The Agreement shall be in effect from the date it is fully executed and shall continue in effect until December 23, 2011. The parties may give notice and reopen negotiations per Section 2 below.

SECTION 2. Notice as prescribed in Section 1 above shall be in writing and delivered to other party between March 1 and March 31, 2011 for the 2012 contract. These dates are consistent with the budget dates of the City of Wichita and will permit the City to budget for any cost changes resulting from the negotiations. If such notice is given it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement.

SECTION 3. If no Agreement shall have been reached between the parties within thirty (30) days prior to the expiration of the term of this Agreement, the parties agree to contact either an individual agreeable to both parties, or the Federal Mediation and Conciliation Service or any state agency, established to mediate and conciliate disputes within the state, to mediate the dispute. If such mediation is unsuccessful, an impasse shall be declared as provided by state law.

SECTION 4. It is the intention of the parties hereto that nothing in this agreement shall violate the Kansas Cash Basis Law or Budget Law, and that this agreement will be construed so as to ensure that the City of Wichita is at no time in violation of its obligation under either such laws.

SECTION 5. If, for any reason, any provision hereof or of the agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 20 ___.

CITY OF WICHITA	**TEAMSTERS UNION LOCAL 795**
_____	_____
Mayor	President
_____	_____
City Manager	Business Agent

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

Appendix A
Wage Chart

December 24, 2010 - December 23, 2011

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
312	$10.2631	$10.5196	$10.7825	$11.0521	$11.3284	$11.6116	$11.9019	$12.1994	$12.5044	$12.8170	$13.1375	$13.4658	$13.8026	$14.1476	$14.5013
314	$11.6567	$11.9481	$12.2042	$12.5531	$12.8668	$13.1885	$13.5183	$13.8561	$14.2027	$14.5576	$14.9216	$15.2945	$15.6771	$16.0690	$16.4708
315	$11.6567	$11.9481	$12.2042	$12.5531	$12.8668	$13.1885	$13.5183	$13.8561	$14.2027	$14.5576	$14.9216	$15.2945	$15.6771	$16.0690	$16.4708
316	$12.1777	$12.4821	$12.7941	$13.1140	$13.4418	$13.7778	$14.1224	$14.4754	$14.8373	$15.2083	$15.5885	$15.9782	$16.3776	$16.7871	$17.2067
317	$13.0492	$13.3754	$13.7097	$14.0525	$14.4037	$14.7639	$15.1330	$15.5115	$15.8991	$16.2966	$16.7040	$17.1216	$17.5496	$17.9884	$18.4381
320	$14.9655	$15.3396	$15.7231	$16.1161	$16.5192	$16.9321	$17.3553	$17.7892	$18.2339	$18.6899	$19.1570	$19.6358	$20.1269	$20.6301	$21.1458

Employees will be eligible for a two-step movement on the salary schedule or a bonus after 12 months of satisfactory service based upon the following:

1. An overall performance and evaluation rating of 4 or above as documented on the performance appraisal and meet all of the following performance indicators.
    - No preventable vehicle accidents or injuries during the evaluation period.
    - No preventable work comp injuries or absences during the evaluation period.
    - No sustained disciplinary action during the evaluation period.
    - No more than one late, no no-calls, or no-shows during the evaluation period.

Employees who reach N step will be eligible for a one-step increase and a performance bonus of $500 if they attain an overall performance rating of 4 or above and meet the above performance indicators at the completion of their 12 month evaluation period at N step.

Employees who are at O step will be eligible for a performance bonus of $500 if they attain an overall performance rating of 4 or above and meet the above performance indicators at the completion of their 12 month evaluation period at O step.

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale three series of general obligation temporary notes in a principal amount of approximately $56,940,000 (Series 241, 242 and 244) and three series of general obligation bonds (Series 2011A, 2011B and 804) in a principal amount of approximately $19,045,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City.

With respect to the Airport improvements included in Temporary Note Series 244 and General Obligation Bonds Series 2011B, the Internal Revenue Code permits tax-exempt financing for certain categories of "exempt facilities" including facilities for airports. Among the conditions required for these airport projects to qualify for tax-exempt facility financing is a requirement that a public hearing be held in a place, time and manner providing reasonable opportunity for persons affected by the bond issue and the project to be heard.

As required under Federal regulations, a public notice was published once in the Wichita Eagle at least 14 days prior to the public hearing held on December 21, 2010 allowing interested members of the public to attend the hearing and express their views with respect to the projects and the issuance of Bonds. Also as required, the public notice included a general description of the type and use of the projects to be financed, the maximum aggregate face amount of obligations to be issued to finance the projects and the locations of the projects.

Analysis: The proceeds from the sale of the Series 241, 242 and 244 Renewal and Improvement Notes will be used to provide interim financing for City-at-large, Airport, improvement district projects and improvements related to Tax Increment Financing (TIF) Districts. Due to the nature of the TIF improvements, the Series 241 Renewal and Improvement Notes are taxable under Federal law.

The proceeds from the sale of the Series 2011A Bonds will be used to permanently finance Airport improvement projects. The Series 2011B Bonds will be used to permanently finance exempt facility improvement projects of the Airport that are subject to alternative minimum tax. The proceeds from the sale of the Series 804 Bonds will be used to permanently finance neighborhood improvements located in special improvement districts.

Bids will be accepted electronically via ***PARITY*** Electronic Bid Submission System until 10:00 a.m. CST in the Finance Conference Room. 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 overall cost to the City.

Financial Considerations: The Series 241 ($6,085,000), Series 242 ($47,770,000) and Series 244 ($3,085,000) Temporary Notes will mature on February 9, 2012 and will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources. Each Series of Temporary Notes will be callable on August 11, 2011 at par. The Series 2011A ($5,715,000) and 2011B Bonds ($11,365,000) will mature serially over 30 years and will be callable in 2022 at par. The Series 2011A and 2011B Bonds shall be payable from revenues derived by the Airport from the operation of the Airport facilities, and if not so paid, from the citywide ad valorem taxes. The Series 804 Bonds ($1,965,000) will mature serially over 15 years and will be paid from special assessments that are levied against benefited property. The Series 804 Bonds are callable beginning in 2018 with a 1% call premium that declines annually by .5%.

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; 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,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $5,715,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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 2011A Bonds occur on the same day bids are received and to enable the City to deliver the Series 2011A Bonds authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011B (SUBJECT TO ALTERNATIVE MINIMUM TAX), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $11,365,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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 2011B Bonds occur on the same day bids are received and to enable the City to deliver the Series 2011B Bonds authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 804, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $1,965,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN 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 804 Bonds occur on the same day bids are received and to enable the City to deliver the Series 804 Bonds authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 241 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $6,085,000, 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 241 Notes occur on the same day bids are received and to enable the City to deliver the Series 241 Notes authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 242, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $47,770,000, 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 242 Notes occur on the same day bids are received and to enable the City to deliver the Series 242 Notes authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* January 11, 2011, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT RENEWAL TEMPORARY NOTES, SERIES 244, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $3,085,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT 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 244 Notes occur on the same day bids are received and to enable the City to deliver the Series 244 Notes authorized by said Ordinance on February 10, 2011.

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

EXECUTED at Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

ORDINANCE NO. 48-931

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 241 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $6,085,000, 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 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 233, dated March 4, 2010 and General Obligation Renewal and Improvement Temporary Notes, Series 238, dated August 19, 2010 (the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; 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. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $6,085,000 principal amount of the City's General Obligation Renewal and Improvement Temporary Notes, Series 241 (Taxable Under Federal Law), for the purpose of renewing interim financing for the Original Improvements and 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 November 16, 2010, adopted Ordinance No. 48-901 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 to renew a portion of the principal amount of the Original Notes and 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 renewal and 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.

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 the principal of and 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 Original Improvements or 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. 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 6. 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 7. 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 January 11, 2011.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. 48-932

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 242, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $47,770,000, 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 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 236, dated March 4, 2010 and General Obligation Renewal and Improvement Temporary Notes, Series 238, dated August 19, 2010 (collectively, the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; 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. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $47,770,000 principal amount of the City's General Obligation Renewal and Improvement Temporary Notes, Series 242, for the purpose of renewing interim financing for the Original Improvements and 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 November 16, 2010, adopted Ordinance No. 48-901 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 to renew a portion of the principal amount of the Original Notes and 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 renewal and 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 collection of special assessments taxes which will be levied against real properties in the City benefiting from certain of the Original Improvements and Improvements, and 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 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 the principal of and interest on the Notes on the Maturity Date by the levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor upon the completion of the Original Improvements and the Improvements, as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the principal of and interest on the Notes on the Maturity Date, or if any of the Original Improvements or the Improvements are not completed by the Maturity Date or the Governing Body is otherwise hindered from then levying and collecting such special assessment taxes, and for any of the costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, then said Governing Body shall provide 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 amounts collected from such special assessment taxes and/or 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 Original Improvements or the Improvements which are to be paid by the City-at-large, 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.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on January 11, 2011.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4814-3409-7672.2

ORDINANCE NO. 48-933

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT RENEWAL TEMPORARY NOTES, SERIES 244, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $3,085,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT 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 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 238, dated August 19, 2010 (the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, pursuant to Resolution No. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $3,085,000 principal amount of the City's General Obligation Airport Renewal Temporary Notes, Series 244, for the purpose of renewing interim financing for the Original 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 November 16, 2010, adopted Ordinance No. 48-901 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 to renew a portion of the principal amount of the Original Notes all as further described on Schedule I to the Note Resolution, there shall be issued general obligation renewal 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.

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 the principal of and interest on the Notes on the Maturity Date by the issuance of renewal temporary notes or general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the amounts collected from such 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 Original Improvements or the Improvements which are to be paid by the City-at-large, 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 January 11, 2011.

_____

(Seal) Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____

Gary E. Rebenstorf, Director of Law

4836-3505-8696.4

ORDINANCE NO. 48-934

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $5,715,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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, pursuant to and under the authority of K.S.A. 13-1348a and Charter Ordinance No. 78 of the City, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid by the issuance of general obligation bonds of the City and other available funds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $5,715,000, all of which is payable by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $5,715,000 principal amount of the City's General Obligation Airport Bonds, Series 2011A, 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 November 16, 2010, adopted Ordinance No. 48-900 relating to 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, 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 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 pay the Improvement Costs, there shall be issued general obligation bonds of the City (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 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. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become 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. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

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, 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 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 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 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.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on January 11, 2011.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4824-6471-6552.1

ORDINANCE NO. 48-935

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011B (SUBJECT TO ALTERNATIVE MINIMUM TAX), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $11,365,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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, pursuant to and under the authority of K.S.A. 13-1348a and Charter Ordinance No. 78 of the City, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid by the issuance of general obligation bonds of the City and other available funds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $11,365,000, all of which is payable by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $11,365,000 principal amount of the City's General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax), 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 November 16, 2010, adopted Ordinance No. 48-900 relating to 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, 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 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 pay the Improvement Costs, there shall be issued general obligation bonds of the City (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 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. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become 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. Levy and Collection of Annual Tax. The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

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, 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 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 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 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.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on January 11, 2011.

(Seal) _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4832-5744-0008.1

ORDINANCE NO. 48-936

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 804, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED $1,965,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN 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, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the "Improvements" as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of $1,965,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City's general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds $2,000,000; and

WHEREAS, pursuant to Resolution No. 10-327 duly adopted December 21, 2010, the Governing Body advertised for bids at a public sale approximately $1,965,000 principal amount of the City's General Obligation Bonds, Series 804, 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 November 16, 2010, adopted Ordinance No. 48-900 relating to 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, 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 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 pay the Improvement Costs, there shall be issued general obligation bonds of the City (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 from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be 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. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become 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. 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, 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 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 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 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.

[Remainder of This Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on January 11, 2011.

_____

(Seal) Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____

Gary E. Rebenstorf, Director of Law

4842-8202-9832.1

RESOLUTION NO. 11-007

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$6,085,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES SERIES 241 (TAXABLE UNDER FEDERAL LAW)

DATED FEBRUARY 10, 2011

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RESOLUTION NO. 11-007

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 241 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $6,085,000, 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 $6,085,000 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 identified as Original Improvements as listed on **Schedule I** are herein collectively referred to as the "Original Improvements"), and 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 identified as Improvements as listed on **Schedule I** are herein collectively 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 233, dated March 4, 2010 and General Obligation Renewal and Improvement Notes, Series 238, dated August 19, 2010 (the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; 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. 10-123, K.S.A. 12-1770 *et seq.*, and K.S.A. 13-1024c *et seq.*, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Original Notes were issued and 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.

"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.

"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 and the Original 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 February 10, 2011.

"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.

"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 created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or 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 February 9, 2012.

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

"Maturity Date" means February 9, 2012.

"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" 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 $6,085,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 241 (Taxable Under Federal Law), dated February 10, 2011, 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 Notes" means the notes previously issued by the City described in the preamble to 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 January 11, 2011, 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 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 a portion of the Original Improvements and 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 $6,085,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 241 (Taxable Under Federal Law)." 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 and the Original 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 August 11, 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 Renewal and Improvement Temporary Notes, Series 241 (Taxable Under Federal Law); and

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 241 (Taxable Under Federal Law), to be created within the City's Capital Project Fund.

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 the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; 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 including paying a portion of the cost of refunding the Original Notes issued for the Original Improvements. 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, including paying a portion of the cost of refunding the Original Notes issued for the Original Improvements, 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 Improvements and (d) the City has received an opinion of Bond Counsel to the effect that 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. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall 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.

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 Original Improvements and Improvements which are to be paid by the City-at-large, 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, is not prohibited under the provisions of the applicable Federal law.

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 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 11.02 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 11.03 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 11.04 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 January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 241
CAPITAL IMPROVEMENTS

PPN	OCA	Description Of Project	Renewal Notes	Amount Required 2/10/2011 New Notes
		PUBLIC IMPROVEMENTS		
435352	792423	Water Walk-Taxable	$ 1,587,000	$ -
435425	792494	Douglas and Hillside Redevelopment - TIF	3,678,000	41,100
437011	794067	Ken Mar Shopping Center	778,900	-
		TOTAL PUBLIC IMPROVEMENTS	**6,043,900**	**41,100**
		TOTAL TEMPORARY NOTES, SERIES 241	**$ 6,043,900**	**$ 41,100**
		TOTAL RENEWAL MONEY	**$ 6,043,900**	
		TOTAL NEW MONEY	**41,100**	
		TOTAL TEMPORARY NOTES, SERIES 241	**$ 6,085,000**	

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 241 NOTES

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

"Note Ordinance" shall mean Ordinance No. ____ of the City, passed by the Governing Body on January 11, 2011, 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.

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

RESOLUTION NO. 11-008

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$47,770,000

GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES SERIES 242

DATED FEBRUARY 10, 2011

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RESOLUTION NO. 11-008

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 242, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $47,770,000, 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 $47,770,000 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 identified as Original Improvements as listed on **Schedule I** are herein collectively referred to as the "Original Improvements"), and 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 identified as Improvements as listed on **Schedule I** are herein collectively 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 236, dated March 4, 2010 and General Obligation Renewal and Improvement Temporary Notes, Series 238, dated August 19, 2010 (collectively, the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; 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 Nos. 156 and 78 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 12-1770 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 13-1348a, and K.S.A. 13-1024c, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized, the Original Notes were issued and 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 and the Original 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 February 10, 2011.

"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 created by **Article IV** hereof.

"Improvement Costs" shall mean the amount of capital expenditures for an Original Improvement and/or 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 February 9, 2012.

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

"Maturity Date" means February 9, 2012.

"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 $47,770,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 242, dated February 10, 2011, 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 Notes" means the notes previously issued by the City described in the preamble to 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 January 11, 2011, 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 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 a portion of the Original Improvements and 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 collection of special assessment taxes which will be levied against real properties in the City benefiting from certain of the Original Improvements and the Improvements, and 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 $47,770,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 242." 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 and the Original 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 August 11, 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 Renewal and Improvement Temporary Notes, Series 242;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 242, to be created within the City's Capital Project Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 242.

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 the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; 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 including paying a portion of the cost of refunding the Original Notes issued for the Original Improvements. 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, including paying a portion of the cost of refunding the Original Notes issued for the Original Improvements, 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 Original Improvements and Improvements which are to be paid by the City-at-large, 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 January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 242
CAPITAL IMPROVEMENTS

PPN	OCA	Description of Project	Renewal Notes	Amount Required 2/10/2011 New Notes
		AIRPORT		
458396	501835	Bridge Rehab and Inspection	$ -	$ 650,000.00
		TOTAL AIRPORT	-	**650,000.00**
		ARTERIALS		
205385	706919	29th St. N, 119th W. - Maize 472-84185	636,000.00	-
205387	706921	Gyp Creek Bikepath-D 472-84194	546,000.00	-
205397	706931	13th/Mosley Intrst. Imp. 472-84269	-	259,900.00
205400	706934	21st, Waco-Broadway 472-84295	-	823,800.00
205401	706935	47th St. S. Meridian-Seneca 472-84296	-	122,300.00
205410	706944	Meridian, 47th St. S-31st. St. S. 472-84302	-	161,200.00
205411	706945	Meridian, Pawnee-Orient 47284309	62,000.00	-
205415	706949	Ark River Bike Path, Galena - GWB 472-84319		47,100.00
206422	706956	2006/07 Traffic Signalization	-	43,100.00
206426	706960	Int. Trans. Syst Traffic Signals 472-84446	-	500,000.00
207432	706966	MacArthur, Meridian-Seneca 472-84580	148,000.00	-
207435	706969	Harry, Turnpike - Rock 472-84577	27,500.00	-
208440	706974	Central/Tyler Int Impr 472-84655	-	523,100.00
208441	706975	21st St. Landscape I-135 Hillside 472-84728	-	18,300.00
208443	706977	37th Street North, Tyler - Maize 472-84693	-	18,400.00
208444	706979	2008 Traffic Signal Program	-	22,500.00
208445	706980	2008 Street Rehabilitaion Program	-	6,000.00
208447	706982	I-135 Bike Path, McAdams to Grove	-	37,800.00
208449	706984	Inter. of Woodlawn-17th Str. N. and Woodlawn and Farmview	-	47,200.00
208450	706985	Greenwich, Pawnee - Harry 472-84695	28,100.00	-
208451	706986	Harry, Greenwich Road to 127th Street East	-	10,500.00
208453	706988	119th W, Pawnee-Kellogg 472-84694	-	25,000.00
208454	706989	29th, Ridge - Hoover 472-84691	4,200.00	-
208456	706991	Tyler, 29th -37th 472-84700	75,400.00	-
208458	706993	Oliver, Harry - Kellogg 472-84749	-	158,000.00
208460	706995	West St. Maple - Central 472-84761	-	533,000.00
209463	706998	S. Broadway Streetscapes 472-84775	-	78,200.00
209470	707005	Intrust Arena Way Finding Sign	-	7,200.00
209474	707009	Meridian, 71 St. S - 47 St. S. 472-84829	-	268,800.00
210478	707013	Harry/Broadway Intersection 472-84880	-	39,800.00
210479	707014	Pawnee/Broadway Intersection 472-84881	-	49,300.00
210484	707019	21st @ Maize Intersection 472-84924	-	11,000.00
210485	707020	Meridian, Orient-McCormick 472-84919	-	27,000.00

4831-6359-2712.3

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 242
CAPITAL IMPROVEMENTS

				Amount Required 2/10/2011
PPN	OCA	Description of Project	Renewal Notes	New Notes
210486	707021	135th W. 13th - 21st 472-84925	$ -	$ 28,400.00
210488	707023	Amidon, 21st - 29th 472-84914	-	27,300.00
210493	707028	Tyler, 21st - 29th 472-84921	-	38,900.00
210494	707029	St. Francis and Commerce	-	26,400.00
405209	706556	River Corridor - Ark River imp PH I	3,627,300.00	17,300.00
		TOTAL ARTERIALS	**5,154,500.00**	**3,976,800.00**
		BRIDGES		
245122	715706	21st Street Overpass Broadway - I-135	-	19,000.00
246127	715711	Hillside Bridge @ Gyp Crk 472-84395	84,000.00	-
247131	715715	25th St Bridge Little Ark River 472-84595	-	35,200.00
247133	715717	Lincoln St. Bridge @ Armour 472-84703	-	25,000.00
248134	715718	13st. ST. Bridge @ Glenn 472-84702	-	8,600.00
249136	715720	Chisholm Creek Tri #5 Bridge 472-84834	-	27,800.00
249137	715721	Broadway Bridge #34 St. S. 472-84830	-	10,000.00
249138	715722	Bridge Inventory and Appraisal 472-84855	-	15,100.00
		TOTAL BRIDGES	**84,000.00**	**140,700.00**
		PARK		
396206	785074	Park 06 - Chapin Park Design	-	2,000.00
397223	785114	Park 07 Sycamore Park Improv/Renov	-	61,000.00
397225	785116	Park 07 - Woodland Park Improv/Renov	-	4,000.00
397226	785117	Park 07 - Orchard Park Improv/Renov	-	9,500.00
397228	785121	Park 07 Park Improvements	-	124,000.00
397232	785125	08 and 09 Parking Lot and Entry Drive	-	50,000.00
397238	785161	2010-2011 Botanica Expansion	-	116,000.00
397236	785143	08/09 Park Facilities Renovation	-	116,000.00
397243	785167	2010 Portable Stage and Building	-	153,000.00
		TOTAL PARK	**-**	**635,500.00**
		PUBLIC IMPROVEMENTS		
435352	792458	Water Walk - Eastbank Development	6,523,000.00	-
435377	792407	Animal Shelter	256,000.00	-
435379	792409	City Facilities ADA Compliance	-	48,000.00
435380	792410	Library ADA Improv.	-	4,000.00
435390	792420	City Hall Security/Landscape	-	144,000.00
435405	792455	CMF Expansion	321,000.00	-
435407	792459	1st Floor Remodel - PHII	81,000.00	-
435408	792460	Facilities Space Utilization	-	315,000.00

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 242
CAPITAL IMPROVEMENTS

				Amount Required 2/10/2011
PPN	OCA	Description of Project	Renewal Notes	New Notes
435421	792490	Fire Station 21 21st N and 135th St. West	$ 2,000.00	$ -
435427	792502	Cultural Facility Enhancements	612,000.00	54,000.00
435432	792510	Fire Training Grounds	-	1,958,000.00
435434	792512	Project Management System - 472-84638	169,000.00	-
435438	792516	Lawrence Dumont Stadium Imp 2008	-	324,000.00
435440	792518	Fleet Heavy Equipment Replacement	-	503,000.00
435442	792520	Snow Plow Modification	-	1,000.00
435444	792522	Int'l Mktplace Streetscape Improvement	40,000.00	-
435445	792523	NOMAR Public Market	-	331,000.00
435450	792528	Heartland Preparedness Center	-	173,000.00
435452	792530	City Hall Security/Landscape Enhancements	-	486,000.00
435455	792535	Fire Apparatus Replacement 2010	-	1,428,000.00
435456	792539	Century II Custodial Equipment	-	22,000.00
435461	792544	Swimming Pool and Fountains 2009	-	25,000.00
435462	792545	General Repairs - City Facilities 2009	-	70,000.00
435464	792552	Century II Improvement 2010/2011	-	45,000.00
435467	792556	Nomar Gateway Tower	-	17,000.00
435468	792558	WaterWalk Hotel Development	-	223,000.00
437011	794067	Ken Mar Shopping Center	1,721,100.00	-
		TOTAL PUBLIC IMPROVEMENTS	**9,725,100.00**	**6,171,000.00**
		STORM DRAINAGE		
862002	660787	Pump Repairs - Pump Station #2	$ -	$ 32,000.00
864002	660792	ROW Acquisition Cowskin Creek Imp.	-	11,000.00
866002	660801	Dry Creek Channel Improv.	-	349,000.00
866005	660804	Gypsum Creek Imp - Pawnee to Woodlawn	-	10,000.00
866006	660805	Calfskin and Dry Creek Flood Mapping Study	-	10,000.00
867001	660806	Phase 1 - Digital SW Drainage Struc. Inv.	-	225,000.00
868003	660809	Pump Station No. 11	-	1,216,000.00
869001	660811	Wichita-Valley Center Flood Control Impr.	-	2,870,000.00
		TOTAL STORM DRAINAGE	-	**4,723,000.00**
		NEIGHBORHOOD IMPROVEMENTS-PAVING		
490115	765998	Onewood 472-84290	30,000.00	-
490184	766166	Victor Street 472-84571	624,000.00	6,000.00
490195	766177	21st/Founders Circle TRF SGL 472-84331	65,000.00	-
490196	766178	21st Turn Lanes Hawthorne 472-83636	38,000.00	-
490197	766179	21st Turn Reed's Comm. Addn. 472-83697	46,000.00	-
490201	766183	21st R Turn Lane @ Krug S 472-84635	40,000.00	-

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 242
CAPITAL IMPROVEMENTS

				Amount Required 2/10/2011
PPN	OCA	Description of Project	Renewal Notes	New Notes
490205	766187	Yosemite St. Phase 2 472-84343	$ 15,000.00	$ -
490206	766188	Yosemite St. Phase 3 472-84344	14,000.00	-
490216	766198	Pueblo St. Paving 472-84646	685,500.00	118,500.00
490228	766210	Bristol Circle Paving 472-84637	170,000.00	-
490234	766216	New Jersey St. Paving 472-84718	89,000.00	194,000.00
490240	766222	Elizabeth St. Paving 46S & 45S 472-84753	174,900.00	19,000.00
490244	766226	Siufkin, Willow - cul-de-sac 472-84762	130,000.00	-
490245	766227	Bellechase 472-84763	270,000.00	26,000.00
490247	766229	Mainsgate St. Paving 472-84613	396,000.00	9,000.00
490249	766231	Orme - Oliver L Turn & Decel Lane 472-84823	177,000.00	12,000.00
490250	766232	21st St R Turn Lane 472-84526	153,000.00	-
490251	766233	Elm, Dougherty - Young 472-84778	42,000.00	14,000.00
490252	766234	Elm, Nevada - Dougherty 472-84777	76,000.00	36,000.00
490253	766235	Maize Rd. Left Turn Lane 472-84787	239,000.00	1,000.00
490254	766236	New Jersey, Bunker Hill Drive 472-84783	112,000.00	216,000.00
490255	766237	Lincoln/Webb Traffic Signals 472-83241	29,000.00	1,000.00
490258	766240	Franklin St Paving 472-84816	56,000.00	66,000.00
490261	766243	K96/Greenwich Interchange 472-84836	45,000.00	-
490263	766245	Bayside St Paving 472-84866	51,000.00	241,000.00
490264	766246	Shadybrook St. Paving 472-84797	-	104,000.00
490265	766247	Ridge Road Turnaround 472-84798	-	37,000.00
490266	766248	Michelle St Paving 472-84874	18,000.00	240,000.00
490267	766249	Gilda St. Paving 472-84862	-	69,000.00
490268	766250	Toban St. Paving 472-84885	-	179,000.00
490269	766251	Angel St. Paving 472-84886	-	242,000.00
		TOTAL NEIGHBORHOOD IMPROVEMENTS-PAVING	**3,785,400.00**	**1,830,500.00**
		NEIGHBORHOOD IMPROVEMENTS-SANITARY SEWER		
480002	744310	Lateral 6, Main 10, FMC 468-84579	-	70,000.00
480003	744311	Lateral 534, SWI 468-84668	-	116,000.00
480004	744312	Lateral 24, Main 13 SWI 468-84671	-	44,000.00
480005	744313	Lateral 1, Main 6a, NWI 468-84571	-	63,000.00
480896	744208	Main 6, CIS, Force Main 468-84227	13,000.00	16,000.00
480924	744236	Lat 23, Main 13, SWI 468-84351	163,000.00	118,000.00
480983	744294	Main 11, NWI 468-84543	103,000.00	-
480984	744295	Lat 415, FMC 468-84551	75,000.00	-
480998	744308	Lat 16, Main 7, NWI 468-84584	136,000.00	-
		TOTAL NEIGHBORHOOD IMPROVEMENTS-SANITARY SEWER	**490,000.00**	**427,000.00**

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 242
CAPITAL IMPROVEMENTS

				Amount Required 2/10/2011
PPN	OCA	Description of Project	Renewal Notes	New Notes
		NEIGHBORHOOD IMPROVEMENTS-STORM WATER		
485306	751415	SWD 272 468-84047	$ 42,000.00	$ -
485313	751422	Waterman SWD 468-84167	4,010,000.00	25,000.00
485341	751450	SWD 300 468-84217	19,400.00	1,100.00
485354	751463	SWD 332 468-84396	2,865,000.00	-
485364	751473	SWS 640 468-84464	108,000.00	-
485365	751474	SWD 343 468-84463	57,300.00	-
485371	751480	SWD 351 468-84552	253,000.00	-
485374	751483	SWD 354 468-84575	1,537,000.00	204,000.00
485378	751487	SWD 355 468-84580	14,000.00	118,000.00
485379	751488	SWD 356 468-84592	17,000.00	132,000.00
485382	751491	SWD 658 468-84682	-	55,000.00
485383	751492	SWD 656 468-84678	-	16,000.00
		TOTAL NEIGHBORHOOD IMPROVEMENTS-STORM WATER	**8,922,700.00**	**551,100.00**
		NEIGHBORHOOD IMPROVEMENTS-WATER		
470099	735426	WDS Sierra Hills 2nd Addition 448-90388	19,000.00	-
470113	735440	WDS Farmers & Kratzkes 448-90447	74,500.00	171,500.00
470114	735441	Summit Crossing 448-90423	-	55,000.00
470115	735442	B.G.'s 1st 448-90452	-	22,000.00
470116	735443	Med Plaza/Comotara Ind. Pk 5th 448-90470	-	31,000.00
470117	735444	Angel Fire 448-90471	-	55,000.00
470118	735445	Steve Kelley 6th 448-90473	-	17,000.00
470119	735446	Stonebridge Commercial 448-90418	-	57,700.00
		TOTAL NEIGHBORHOOD IMPROVEMENTS-WATER	**93,500.00**	**409,200.00**
		TOTAL TEMPORARY NOTES, SERIES 242	**$ 28,255,200**	**$ 19,514,800**

TOTAL RENEWAL MONEY	**$ 28,255,200**
TOTAL NEW MONEY	**19,514,800**
TOTAL TEMPORARY NOTES, SERIES 242	**$ 47,770,000**

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 242 NOTES

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

"Note Ordinance" shall mean Ordinance No. _____ of the City, passed by the Governing Body on January 11, 2011, 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.

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

RESOLUTION NO. 11-009

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$3,085,000

GENERAL OBLIGATION AIRPORT RENEWAL TEMPORARY NOTES
SERIES 244

DATED FEBRUARY 10, 2011

4816-5580-5960.5

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RESOLUTION NO. 11-009

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT RENEWAL TEMPORARY NOTES, SERIES 244, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $3,085,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT 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 $3,085,000 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 (the "Original 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 has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 238, dated August 19, 2010 (collectively, the "Original Notes"), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying a portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; 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. 78 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123 and K.S.A. 13-1348a, all as amended and supplemented, under the authority of which ordinances and statutes the Original Improvements were authorized, the Original Notes were issued and 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 Original 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 February 10, 2011.

"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 Costs" shall mean the amount of capital expenditures for an Original 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.

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

"Interest Payment Date" shall be February 9, 2012.

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

"Maturity Date" means February 9, 2012.

"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 $3,085,000 original principal amount of General Obligation Airport Renewal Temporary Notes, Series 244, dated February 10, 2011, 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 Notes" means the notes previously issued by the City described in the preamble to 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.

"Redemption Fund" shall mean the Series 238 Principal and Interest Account previously created within the City's Capital Project Fund for the purpose of receiving and disbursing funds for the payment of the Original Notes.

"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 January 11, 2011, 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 5.06** of this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 a portion of the Original 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 $3,085,000, and shall be designated "City of Wichita, Kansas, General Obligation Airport Renewal Temporary Notes, Series 244." 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 Original 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 August 11, 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) Redemption Fund for the City of Wichita, Kansas, General Obligation Airport Renewal Temporary Notes, Series 244;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Airport Renewal Temporary Notes, Series 244, to be created within the City's Capital Project Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Airport Renewal Temporary Notes, Series 244.

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 the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; and

(B) The balance of the proceeds to the Redemption Fund.

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 Redemption Fund.** The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding **Section 5.01** shall be used solely for the purpose of paying a portion of the cost of refunding the Original Notes issued for the Original Improvements.

Section 5.06 **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 Original Improvements which are to be paid by the City-at-large, 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 January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION AIRPORT TEMPORARY NOTES, SERIES 244
CAPITAL IMPROVEMENTS

				Amount Required 2/10/2011	
PPN	OCA	Description of Project		Renewal Notes	New Notes
		AIRPORT			
455361	501430	Landside Utilities, Phase I		$ 3,085,000.00	$ -
			TOTAL AIRPORT	$ 3,085,000.00	$ -
		TOTAL TEMPORARY NOTES, SERIES 244		$ 3,085,000.00	$ -
		TOTAL RENEWAL MONEY		$ 3,085,000.00	
		TOTAL NEW MONEY		-	
		TOTAL TEMPORARY NOTES, SERIES 244		$ 3,085,000.00	

EXHIBIT A

ADDITIONAL TERMS OF THE SERIES 244 NOTES

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

"Note Ordinance" shall mean Ordinance No. _____ of the City, passed by the Governing Body on January 11, 2011, 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.

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

RESOLUTION NO. 11-010

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$5,715,000

GENERAL OBLIGATION AIRPORT BONDS
SERIES 2011A

DATED FEBRUARY 1, 2011

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RESOLUTION NO. 11-010

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $5,715,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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 $5,715,000 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:

"Airport Authority" shall mean The Wichita Airport Authority of the City of Wichita, Kansas, established by the City pursuant to K.S.A. 3-162, and which operates the Wichita Mid-Continent Airport and the Colonel James Jabara Airport for the City.

"Airport Revenues" shall mean the net income derived by the Airport Authority from the operation of the Wichita Mid-Continent Airport and the Colonel James Jabara Airport and consisting of the excess of operating revenues over operating expenses but excluding restricted capital project funds, including, but not limited to, Federal Aviation Administration grant revenues and passenger facility charge revenues.

"Act" shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance No. 78, K.S.A. 10-101 *et seq.*, and K.S.A. 13-1348a, 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 printed on the Bond.

"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.

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

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

"Bonds" shall mean the $5,715,000 original principal amount of General Obligation Airport Bonds, Series 2011A, dated February 1, 2011, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"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. 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 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 February 1, 2011.

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

"Debt Service 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.

"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).

"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 Bonds, 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 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 Dates" shall be March 1 and September 1 of each year commencing September 1, 2011, and ending March 1, 2041, 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 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 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 March 1 of each year, commencing March 1, 2012, and ending March 1, 2041, 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 A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment 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 Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution, adopted by the Governing Body of the City on January 11, 2011, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

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

"Term Bonds" means the Term Bonds, if any, described on **Exhibit A** to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 Improvement Costs, there shall be issued general obligation bonds of the City (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 the interest thereon 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. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are 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. Notwithstanding the foregoing, the City intends to use Airport Revenues for the payment of the principal of and interest on the Bonds to the extent such revenues are available.

Section 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $5,715,000 and shall be designated "City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011A." All of the Bonds 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 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 Treasurer of the State of Kansas, 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 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 Optional Redemption. The Bonds maturing March 1, 2012, to March 1, 2021, 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 March 1, 2022, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after March 1, 2021, in whole or in part at any time (the date being so set for redemption and payment being referred to as the "Redemption Date"), at the redemption price of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** 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.

Section 3.05 **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 Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE 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) Improvement Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011A;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011A, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011A.

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 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 Bonds and the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; 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 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 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 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 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 Bonds 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 Bonds 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 and secured in accordance with State law.

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 and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

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 more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under

the provisions of the applicable Federal law, or (v) to conform 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.

(The Remainder of this Page was Intentionally Left Blank)

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011A
CAPITAL IMPROVEMENTS

PPN	OCA	Project Description	CHARGABLE TO CITY AT LARGE
		AIRPORT IMPROVEMENTS	
457376	501790	North Shuttle Lot	$ 2,629,356.00
457379	501800	Street Side Pavement Rehab	389,840.00
458386	501822	Administration Building Remodel	1,093,082.00
458390	510264	Roof Replacements 2008 - Jabara	139,541.00
466052	510230	Jabara Taxiway F&G	1,421,999.00
468053	510263	Jabara Airfield Electrical Replacement	41,182.00
		TOTAL AIRPORT IMPROVEMENTS	5,715,000.00
		TOTAL AMOUNT FOR BOND SERIES 2011A	**$ 5,715,000.00**

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 2011A 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 January 11, 2011, and authorizing and providing for the issuance of the Bonds.

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

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

["20__ Term Bonds" shall mean the Bonds maturing in the year 20__.

"20__ Term Bonds" shall mean the Bonds maturing in the year 20__.

"20__ Term Bonds" shall mean the Bonds maturing in the year 20__.]

Maturity Schedule. All of the Bonds shall be become due in the amounts and on the dates set forth below:

SERIAL BONDS

Maturity Date	Maturing Principal	Interest Rate	Maturity Date	Maturing Principal	Interest Rate
March 1, 2011	$	%	March 1, 2027	$	%
March 1, 2012			March 1, 2028		
March 1, 2013			March 1, 2029		
March 1, 2014			March 1, 2030		
March 1, 2015			March 1, 2031		
March 1, 2016			March 1, 2032		
March 1, 2017			March 1, 2033		
March 1, 2018			March 1, 2034		
March 1, 2019			March 1, 2035		
March 1, 2020			March 1, 2036		
March 1, 2021			March 1, 2037		
March 1, 2022			March 1, 2038		
March 1, 2023			March 1, 2039		
March 1, 2024			March 1, 2040		
March 1, 2025			March 1, 2041		
March 1, 2026					

[TERM BONDS

Principal Payment Date	Amount of Principal Payment
March 1, 20__	$,000
March 1, 20__	,000

Mandatory Redemption. Each of the 20__ Term Bonds shall also be subject to mandatory redemption and payment on March 1, 20__, or on any Principal Payment Date thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Year	Principal Amount
20__	$,000
20__	,000
20__	,000
20__*	,000

* Final maturity]

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

RESOLUTION NO. 11-011

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$11,365,000

GENERAL OBLIGATION AIRPORT BONDS
SERIES 2011B (SUBJECT TO ALTERNATIVE MINIMUM TAX)

DATED FEBRUARY 1, 2011

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RESOLUTION NO. 11-011

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011B (SUBJECT TO ALTERNATIVE MINIMUM TAX), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $11,365,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT AND THE COLONEL JAMES JABARA AIRPORT IN 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 $11,365,000 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:

"Airport Authority" shall mean The Wichita Airport Authority of the City of Wichita, Kansas, established by the City pursuant to K.S.A. 3-162, and which operates the Wichita Mid-Continent Airport and the Colonel James Jabara Airport for the City.

"Airport Revenues" shall mean the net income derived by the Airport Authority from the operation of the Wichita Mid-Continent Airport and the Colonel James Jabara Airport and consisting of the excess of operating revenues over operating expenses but excluding restricted capital project funds, including, but not limited to, Federal Aviation Administration grant revenues and passenger facility charge revenues.

"Act" shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance No. 78, K.S.A. 10-101 *et seq.*, and K.S.A. 13-1348a, 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 printed on the Bond.

"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.

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

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

"Bonds" shall mean the $11,365,000 original principal amount of General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax), dated February 1, 2011, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"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. 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 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 February 1, 2011.

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

"Debt Service 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.

"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).

"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 Bonds, 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 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 Dates" shall be March 1 and September 1 of each year commencing September 1, 2011, and ending March 1, 2041, 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 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 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 March 1 of each year, commencing March 1, 2012, and ending March 1, 2041, 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 A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment 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 Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution, adopted by the Governing Body of the City on January 11, 2011, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

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

"Term Bonds" means the Term Bonds, if any, described on **Exhibit A** to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 Improvement Costs, there shall be issued general obligation bonds of the City (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 the interest thereon 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. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are 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. Notwithstanding the foregoing, the City intends to use Airport Revenues for the payment of the principal of and interest on the Bonds to the extent such revenues are available.

Section 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $11,365,000 and shall be designated "City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax)." All of the Bonds 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 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 Treasurer of the State of Kansas, 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 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 Optional Redemption. The Bonds maturing March 1, 2012, to March 1, 2021, 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 March 1, 2022, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after March 1, 2021, in whole or in part at any time (the date being so set for redemption and payment being referred to as the "Redemption Date"), at the redemption price of 100% of the principal amount, plus accrued interest to the Redemption Date.

Section 3.02 Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** 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.

Section 3.05 **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 Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE 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) Improvement Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax);

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax), to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Airport Bonds, Series 2011B (Subject to Alternative Minimum Tax).

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 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 Bonds and the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; 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 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 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 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 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 Bonds 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 Bonds 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 and secured in accordance with State law.

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 and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City.

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 more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under

the provisions of the applicable Federal law, or (v) to conform 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 January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION AIRPORT BONDS, SERIES 2011B
CAPITAL IMPROVEMENTS

PPN	OCA	Project Description	CHARGABLE TO CITY AT LARGE
		AIRPORT IMPROVEMENTS	
454358	501350	FAA Parking Lot Improvements	$ 1,109,329.00
455361	501410	Apron, Phase I	911,482.00
455361	501420	Apron, Phase II	372,145.00
455365	501400	North Cargo Building Construction	6,877,282.00
456368	501700	Land Acquisition - 1504 S. Ridge Rd.	83,380.00
457375	501770	Hangar 16 Rehab	338,994.00
457380	501810	2204 S. Tyler Bldg. Rehab	85,312.00
458385	501830	Interim Customs Facility	705,473.00
458387	501823	Land Acquisition - 1534 S. Ridge Rd.	83,823.00
458388	501824	1761 Airport Road HVAC and Reroof	730,000.00
458390	501827	Roof Replacements 2008 - MC	67,780.00
		TOTAL AIRPORT IMPROVEMENTS	11,365,000.00
		TOTAL AMOUNT FOR BOND SERIES 2011B	**$ 11,365,000.00**

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 2011B 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 January 11, 2011, and authorizing and providing for the issuance of the Bonds.

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

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

["20__ Term Bonds" shall mean the Bonds maturing in the year 20__.

"20__ Term Bonds" shall mean the Bonds maturing in the year 20__.

"20__ Term Bonds" shall mean the Bonds maturing in the year 20__.]

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	Interest Rate	Maturity Date	Maturing Principal	Interest Rate
March 1, 2011	$	%	March 1, 2027	$	%
March 1, 2012			March 1, 2028		
March 1, 2013			March 1, 2029		
March 1, 2014			March 1, 2030		
March 1, 2015			March 1, 2031		
March 1, 2016			March 1, 2032		
March 1, 2017			March 1, 2033		
March 1, 2018			March 1, 2034		
March 1, 2019			March 1, 2035		
March 1, 2020			March 1, 2036		
March 1, 2021			March 1, 2037		
March 1, 2022			March 1, 2038		
March 1, 2023			March 1, 2039		
March 1, 2024			March 1, 2040		
March 1, 2025			March 1, 2041		
March 1, 2026					

[TERM BONDS

Principal Payment Date	Amount of Principal Payment
March 1, 20__	$,000
March 1, 20__	,000

Mandatory Redemption. Each of the 20__ Term Bonds shall also be subject to mandatory redemption and payment on March 1, 20__, or on any Principal Payment Date thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Year	Principal Amount
20__	$,000
20__	,000
20__	,000
20__*	,000

*Final maturity]

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

RESOLUTION NO. 11-012

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED JANUARY 11, 2011

AUTHORIZING THE ISSUANCE OF

$1,965,000

GENERAL OBLIGATION BONDS
SERIES 804

DATED FEBRUARY 1, 2011

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RESOLUTION NO. 11-012

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 804, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $1,965,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN 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 $1,965,000 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. 12-6a01 *et seq.*, all as amended and supplemented, under the authority of which statutes the Improvements are authorized and 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 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.

"Bond Insurer" mean any issuer of a Municipal Bond Insurance Policy 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 Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

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

"Bonds" shall mean the $1,965,000 original principal amount of General Obligation Bonds, Series 804, dated February 1, 2011, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

"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. 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 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 February 1, 2011.

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

"Debt Service 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.

"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).

"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 Bonds, 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 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 Dates" shall be June 1 and December 1 of each year commencing December 1, 2011, and ending June 1, 2026, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

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

"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 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 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 June 1 of each year, commencing June 1, 2012, and ending June 1, 2026, 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 A** to this Resolution.

"Record Date" shall mean the 15th day of a month next preceding an Interest Payment 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 Bonds.

"Resolution" or "Bond Resolution" shall mean this Resolution adopted by the Governing Body of the City on January 11, 2011, prescribing the terms and details of the Bonds.

"State" shall mean the State of Kansas.

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

"Term Bonds" means the Term Bonds, if any, described on **Exhibit A** to this Resolution.

"Value" shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month) and shall be the amortized cost of an obligation or the market cost thereof, whichever is lower.

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 Improvement Costs, there shall be issued general obligation bonds of the City (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 the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be 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. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are 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 2.02 Description and Details of Bonds. The Bonds shall be issued in the total principal amount of $1,965,000 and shall be designated "City of Wichita, Kansas, General Obligation Bonds, Series 804." All of the Bonds 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 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 Treasurer of the State of Kansas, 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 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 **Optional Redemption**. The Bonds maturing June 1, 2012, to June 1, 2018, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing June 1, 2019, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after June 1, 2018. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the "Redemption Date"). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices
June 1, 2018, through May 31, 2019	101.00%
June 1, 2019, through May 31, 2020	100.50%
June 1, 2020, and thereafter	100.00%

Section 3.02 **Sinking Fund Redemption**. Any Term Bonds shall also be subject to mandatory redemption and payment as described on **Exhibit A** 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.

Section 3.05 **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 Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and

in the amount of the unredeemed portion of such Bond as provided by **Section 3.02** above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

Section 3.06 **Effect of Call for Redemption**. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

ARTICLE 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) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 804;

(B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 804, to be created within the City's Debt Service Fund; and

(C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 804.

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 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 Bonds and the purchase price premium, if any, shown on **Exhibit A** to be deposited in the Principal and Interest Account; 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 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 **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 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 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 Bonds 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 Bonds 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 and secured in accordance with State law.

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 more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of

Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform 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 January 11, 2011.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE
CITY OF WICHITA, KANSAS
GENERAL OBLIGATION BONDS, SERIES 2024
CAPITAL IMPROVEMENTS

	PROJECT DESCRIPTION	STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
	WATER			
448-90623 [illegible] [illegible]	WDS Tuhasuna Community Center Addition	$ [illegible]	$ [illegible]	$ -
448-90335 [illegible] [illegible]	WDS Kwanah Landing 2nd & [illegible] Phase 2	[illegible]	[illegible]	-
448-90389 [illegible] [illegible]	WDS Sierra Hills Addition Phase 1	[illegible]	[illegible]	-
448-90403 [illegible] [illegible]	WDS Delaware 2nd Addition	[illegible]	[illegible]	-
448-90425 [illegible] [illegible]	WDS Harvest [illegible] Addition	[illegible]	[illegible]	-
	SUBTOTAL WATER PROJECTS	256,900.00	256,900.00	-
	SANITARY SEWER			
468-84509 [illegible] [illegible]	Lateral 2, Main 24, Sewer Trunk Interceptor, Section 7, Lassiter Bay and Emma Gill Bay 2nd Addition	[illegible]	[illegible]	-
468-84429 [illegible] [illegible]	Lateral N26, Southwest Interceptor Sewer, Fairhaven Acres Addition	[illegible]	[illegible]	-
468-84431 [illegible] [illegible]	Lateral 2, Main 24, Kwanah Landing 2nd Addition, Phase 2	[illegible]	[illegible]	-
468-01513 [illegible] [illegible]	Lateral 2, Main 2, Four Mile Creek Sewer, Sierra Hills 2nd Addition	[illegible]	[illegible]	-
468-84266 [illegible] [illegible]	Lateral 50, Corrosion Interceptor Sewer, Gladstone School 2nd Addition	[illegible]	[illegible]	-
468-84585 [illegible] [illegible]	Lateral 7, Main 14, Four Mile Creek Sewer, Rock Farmstead Addition	[illegible]	[illegible]	-
	SUBTOTAL SANITARY SEWER PROJECTS	718,808.00	718,808.00	-
	STORM SEWER			
468-01555 [illegible] [illegible]	Storm Water Basin No. 359, Willow Creek Trail 2nd Addition	[illegible]	[illegible]	-
	SUBTOTAL STORM WATER SEWER PROJECTS	112,400.00	112,400.00	-

4826-7161-3704.2

SCHEDULE

CITY OF WICHITA, KANSAS

GENERAL OBLIGATION BONDS, SERIES 804

CAPITAL IMPROVEMENTS

	PROJECT DESCRIPTION	STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
	PAVING			
472-01104 463-150 765132	23rd St. North Curb Line Reconstruction Office Addition	$ 16,[illegible]	$ 4,130.00	$ -
472-01557 187-121 768135	29th St. North Lake Mead Inner Drainage Contract Tomas, Tomas 2nd and Barbara 3rd Add Lots	31,500.00	31,500.00	-
472-01558 463-152 768138	29th St. North Curb Line Drainage Contract Tomas, Tomas 2nd and Barbara 3rd Addition	10,700.00	8,730.00	-
472-01567 463-179 768158	Mead Hunter's Addition	451,400.00	217,000.00	234,400.00
472-01564 187-248 768930	Overlane, Willow Creek 3rd 2nd Addition	419,800.00	376,300.00	-
472-01293 463-156 765230	Wichita Museum Original Tract Addition	280,900.00	181,134.70	99,765.22
472-01420 463-197 766249	200 Park Circle, Con Mach 2nd Addition	495,100.00	494,100.00	-
472-01461 187-297 765212	21st Street North Curb Line Drainage - Pace Addition	55,600.00	54,600.00	-
	SUBTOTAL PAVING PROJECTS	1,403,000.00	1,151,734.70	251,875.22
	TOTAL	$ 2,521,705.00	$ 2,269,832.70	$ 251,875.22

TOTAL COST	$ 2,521,705.00
LESS: CASH PAID TO CITY TREASURER	61,342.00
LESS: PAID BY CITY AT LARGE	251,875.22
LESS: MAIN BENEFIT FEE	240,954.00
LESS: AMOUNT ANTICIPATED TO BE PAID	2,536.69
TOTAL AMOUNT FOR BOND SERIES 804	$ 1,965,000.00

4826-7161-3704.2

EXHIBIT A
ADDITIONAL TERMS OF THE SERIES 804 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 January 11, 2011, and authorizing and providing for the issuance of the Bonds.

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

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

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	Interest Rate
June 1, 2012		
June 1, 2013		
June 1, 2014		
June 1, 2015		
June 1, 2016		
June 1, 2017		
June 1, 2018		
June 1, 2019		
June 1, 2020		
June 1, 2021		
June 1, 2022		
June 1, 2023		
June 1, 2024		
June 1, 2025		
June 1, 2026		

[TERM BONDS

Principal Payment Date	Amount of Principal Payment
June 1, 20__	$,000
June 1, 20__	,000

Mandatory Redemption. Each of the 20__ Term Bonds shall also be subject to mandatory redemption and payment on June 1, 20__, or on any Principal Payment Date thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Year	Principal Amount
20__	$,000
20__	,000
20__	,000
20__*	,000

*Final maturity]

Amount of purchase price premium to be deposited in the Principal and Interest Account is $____.

Agenda Item No. V-1

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: SUB2010-00051 -- Plat of Greenwich Office Park 2nd Addition located on the north side of 13th Street North, west of Greenwich. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: The site, consisting of two lots on four acres, is a replat of a portion of the Greenwich Office Park Addition. The site is located within Wichita's city limits. A zone change (ZON 2010-33) has been approved from LI Limited Industrial to GO General Office for Lot 1. Lot 2 is zoned Limited Industrial.

Analysis: Sewer services are available to serve the site. The applicant has submitted Petitions, 100 percent for water and paving improvements. A Certificate of Petitions has been submitted. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

This plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

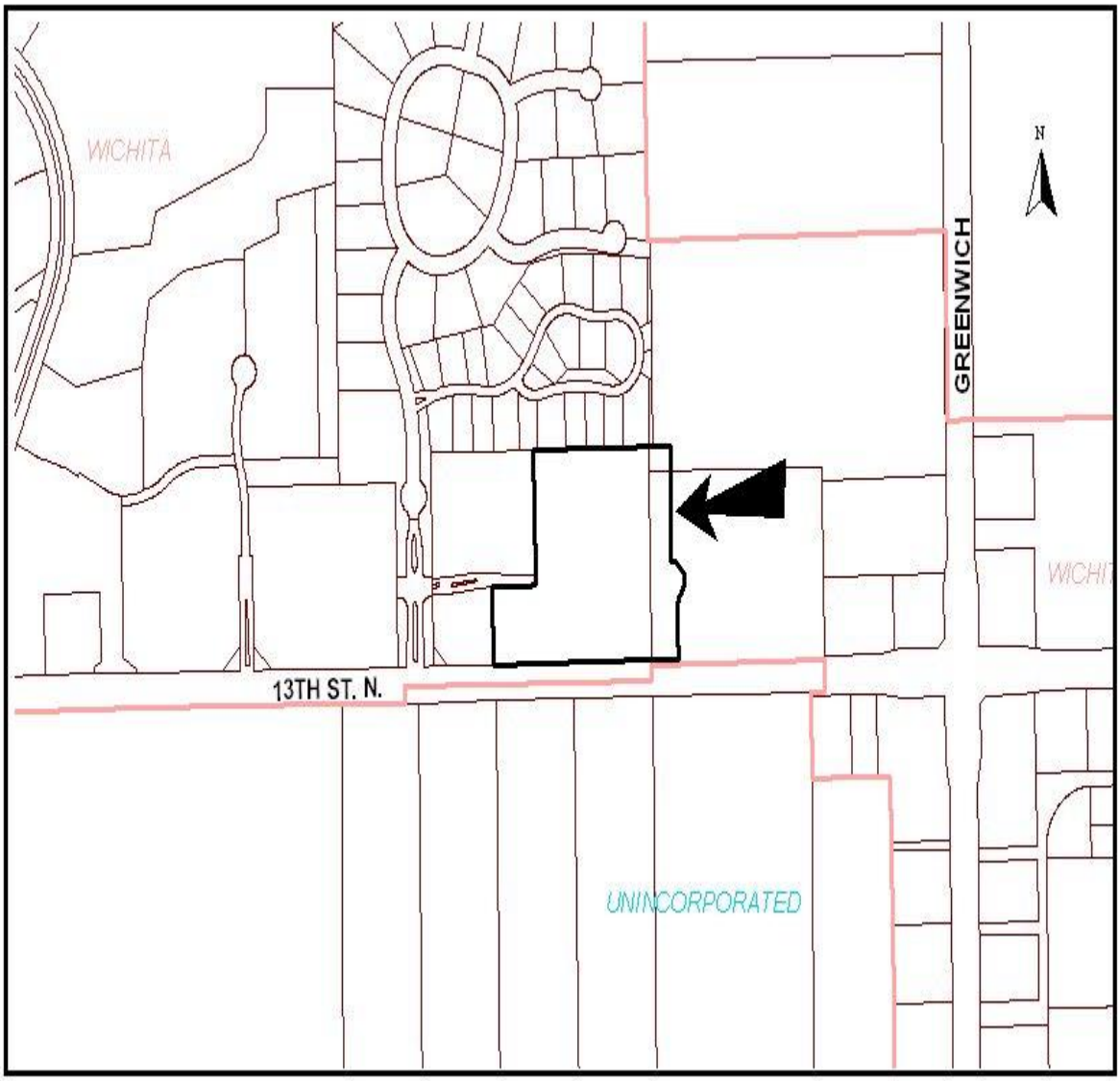
Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Certificate of Petitions and Restrictive Covenant have been approved as to form by the City's Law Department and will be recorded by the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures for approval of the plat, and adopt the Resolutions.

Attachments: Certificate of Petitions
Restrictive Covenant


WICHITA
N
GREENWICH
13TH ST. N.
UNINCORPORATED

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, George Laham, Manager, Greenwich 13, LLC, a Kansas Limited Liability Company, owner and plattor of Greenwich Office Park Second Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Water Distribution System Petition (1)
2. Paving Petition (1)
3. Storm Water Sewer Petition (1)

As a result of the above mentioned petitions for improvements, lots within Greenwich Office Park Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 16 day of December, 2010.

GREENWICH 13, LLC
A Kansas Limited Liability Company

By:_____
George Laham, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 16th day of December, 2010, before me a Notary Public in and for said State and County, came George Laham, Manager, Greenwich 13, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

KATHERINE M. SIEGRIST
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9/22/12

(SEAL)

Notary Public: Katherine M. Siegrist

My Appointment Expires: 9/22/12

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

RESTRICTIVE COVENANT

This covenant, executed this 16th day of December, 2010.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
5. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments,

and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

6. The property shall also be obligated to comply with the covenants, conditions, and restrictions contained in the restrictive covenant document filed with the plat of the Greenwich Office Park Addition (DOC. #/FLM-PG: 28931127).

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 16th day of December, 2010.

GREENWICH 13, LLC,
A KANSAS LIMITED LIABILITY COMPANY

BY: _____
George Laham, Manager

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 16th day of December, 2010, before me a Notary Public in and for said State and County, came George Laham, Manager, Greenwich 13, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL) KATHERINE M. SIEGRIST NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 9/22/12

Notary Public: Katherine M. Siegrist

My Appointment Expires: 9/22/12

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

132019

First Published in the Wichita Eagle on January 14, 2011

RESOLUTION NO. 11-004

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90509 (NORTH OF 13TH, WEST OF GREENWICH) 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 448-90509 (NORTH OF 13TH, WEST OF GREENWICH) 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 448-90509 (north of 13th, west of Greenwich).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixty-Five Thousand Dollars ($65,000) exclusive of the cost of interest on borrowed money, with 42 percent payable by the City Water Utility; and 58 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 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 Eleven Thousand Three Hundred Fifty Two Dollars ($11,352).

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:

GREENWICH OFFICE PARK SECOND ADDITION
Lots 1 and 2, Block 1

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.

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

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 11th day of January, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on January 14, 2011

RESOLUTION NO. 11-005

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 659 (NORTH OF 13TH, WEST OF GREENWICH) 468-84725 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 659 (NORTH OF 13TH, WEST OF GREENWICH) 468-84725 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Sewer No. 659 (north of 13th, west of Greenwich) 468-84725.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Ninety-Nine Thousand Dollars ($99,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 2010, exclusive of the costs of temporary financing.

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:

GREENWICH OFFICE PARK SECOND ADDITION
Lots 1 and 2, Block 1

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:

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

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. 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 authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. 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 11th day of January, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on January 14, 2011

RESOLUTION NO. 11-006

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON CHESTERFIELD FROM THE NORTH LINE OF 13TH STREET TO 330’ NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84959 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 CHESTERFIELD FROM THE NORTH LINE OF 13TH STREET TO 330’ NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84959 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Chesterfield from the north line of 13th Street to 330’ north of the north line of 13th Street (north of 13th, west of Greenwich) 472-84959 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Thirty-Nine Thousand Dollars ($239,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 2010, exclusive of the costs of temporary financing.

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

<u>GREENWICH OFFICE PARK SECOND ADDITION</u>
Lots 1 and 2, Block 1
DESCRIPTION OF
UNPLATTED Petition Areas

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Southeast Quarter, thence along the east line of on a Kansas coordinate system on N00°48’07”W, 296.08 feet; thence S89°11’53”W, 68.09 feet the northeast corner of Lot 1, Block 1, Home Bank & Trust Addition, an addition to Wichita, Sedgwick County, Kansas, being the POINT OF BEGINNING, thence along the north line of said Lot 1, S88°53'46”W, 222.39 feet to the northwest corner of said Lot 1; thence N06°27’22”W, 78.97 feet to a point on a non-tangent curve to the right; thence along the said

curve 459.61 feet to a reverse curve, said curve to the right having a central angle of 13°23'16”, a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing S86°54'17”W; thence along the said reverse curve 367.21 feet to a curve the left, said reverse curve having a central angle of 21°22'54”, a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing S82°54'28”W; thence along the said curve 75.98 feet to the east right-of-way line of Chesterfield being a point on a curve to the left, said reverse curve having a central angle of 48°22'16”, a radius of 90.00 feet, and a long chord distance of 73.74 feet, bearing S48°01'53”W; thence along the said right-of-way line and said curve to the left, 97.58 feet to a curve to the left, said curve to the left having a central angle of 86°40'51”, a radius of 64.50 feet, and a long chord distance of 88.54 feet, bearing N19°29'41”W; thence along the said curve 71.12 feet to a point on a curve to the right, said curve to the left having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing S85°28'23”E; thence along the said curve to the right 384.97 feet, said curve having a central angle of 21°42'36”, a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing N82°44'37”E; thence parallel with and 754.00 feet east of the east line of said Southeast Quarter, N00°48'07”W, 383.98 feet; thence parallel with and 775.00 feet north of the south line of said Southeast Quarter, S88°53'46”W, 479.32 feet; thence S00°54'24”E, 70.00 feet to the northeast corner of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of said Greenwich Office Park Second Addition, S88°53'46”W, 75.00 feet to the southeast corner of The Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said The Waterfront Residential Addition, N00°54'24”W, 625.59 feet to the north of said Southeast Quarter of said Southeast Quarter; thence along said north line, N88°54'31”E, 1249.35 feet to the west line right-of-way line of Greenwich Road as recorded DOC.#/FLM-PG: 28739050 and 28739049; thence along said west right-of-way line, S00°48'07”E, 980.01 feet; thence continuing along said west right-of-way line, S07°43'43”W, 54.53 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46”W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14”W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43”E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54”, a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12”E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16”, a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53”E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54”, a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28”E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16”, a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17”E; thence S06°27'22”E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46”W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08”E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24”W, 340.51 feet; thence N00°54'24”W, 70.00 feet; thence N88°53'46”E, 479.32 feet; thence S00°48'07”E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37”W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23”W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17”, a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

All together CONTAINING: 1,400,045 square feet or 32.14 acres of land, more or less.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, GREENWICH OFFICE PARK SECOND ADDITION shall pay 1880/10,000 of the total cost payable by the improvement district; Lot 2, Block 1 GREENWICH OFFICE PARK SECOND ADDITION shall pay 1480/10,000 of the total cost payable by the improvement district; the Unplatted Tract shall pay 6640/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 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 11th day of January, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

Agenda Item No. V-2

City of Wichita
City Council Meeting
January 11, 2011

To: Mayor and City Council

Subject: VAC2010-00031 - Request to vacate a portion of public street right-of-way; generally located at the southeast corner of Ridge Road/Mid-Continent Road and University Avenue. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.

Background: The applicant is requesting the vacation of portions of the Ridge Road/Mid-Continent Road rights-of-way. Ridge Road ends approximately 180 feet south of University Avenue, as a paved cul-de-sac located along the southern portion of the west side of Lot 1, Block A, Ridge 400 Addition. The Ridge 400 Addition was recorded with the Register of Deeds on May 11, 2009. Franchised utilities, storm water, manholes, water and sewer lines are all located in portions of the right-of-way. The City has determined that the right-of-way proposed for vacation is "surplus" and that the vacation will not compromise the current and future configuration of Ridge Road/Mid-Continent Road. It was also determined that the vacation does not interfere with current traffic patterns in the area.

Analysis: The MAPC voted (14-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

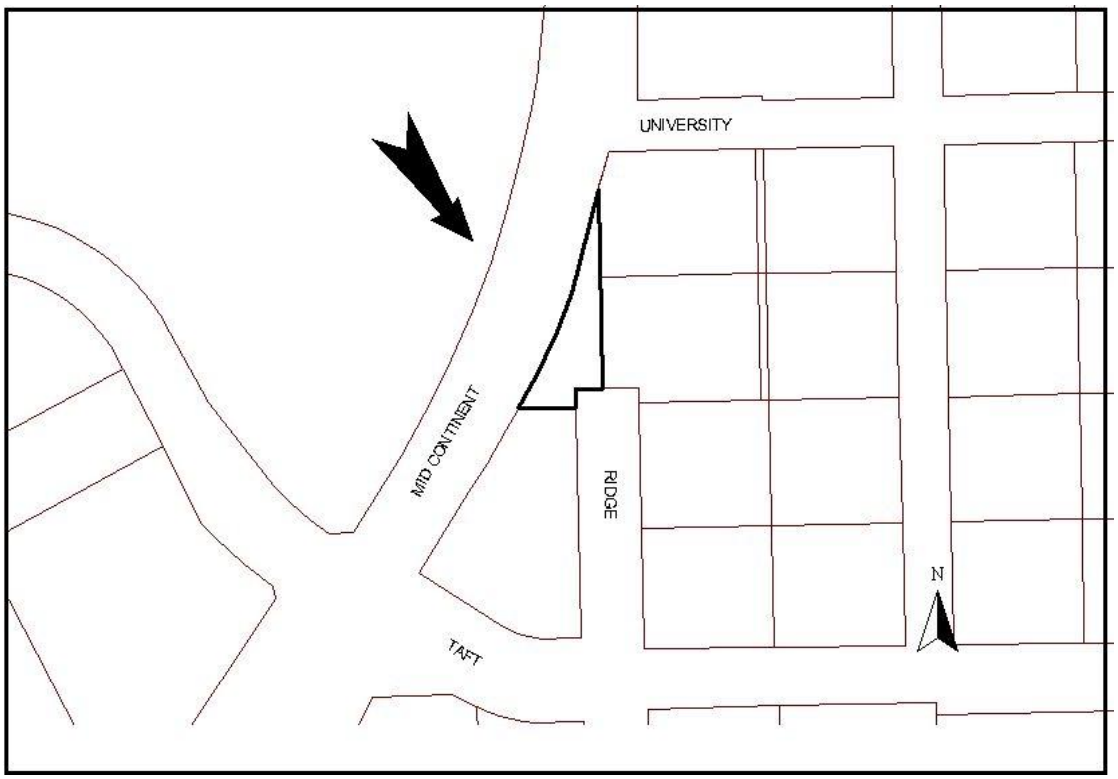
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a restrictive covenant, dedications by separate instruments of abutter's access rights and a utility easement, have been approved as to form by the Department of Law and will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.


UNIVERSITY
MID CONTINENT
RIDGE
TAFT
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Agenda Item No. V- 3

City of Wichita
City Council Meeting
January 11, 2011

To: Mayor and City Council

Subject: VAC2010-00040 - Request to vacate a portion of platted complete access control; generally located north of 47th Street South and on the east side of Broadway Avenue. (District III)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.

Background: The applicant proposes to vacate a portion of the platted complete access control located on the north end of Lot 1, Block 1, South Broadway Industrial Park Addition. The vacation will allow an existing, encroaching 30-foot wide drive to remain in place, as approved by the Traffic Engineer. As platted, the subject site, Lot 1, has shared access with Lot 2 of the same subdivision. There is no drive constructed on this shared access. The vacation request will provide 200 feet of separation between existing and permitted drives, on this side of Broadway Avenue. The 200 feet of separation of drives meets the Subdivision Regulations' standard for right-in/right-out drives. The South Broadway Industrial Park Addition was recorded with the Register of Deeds on October 18, 1978.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

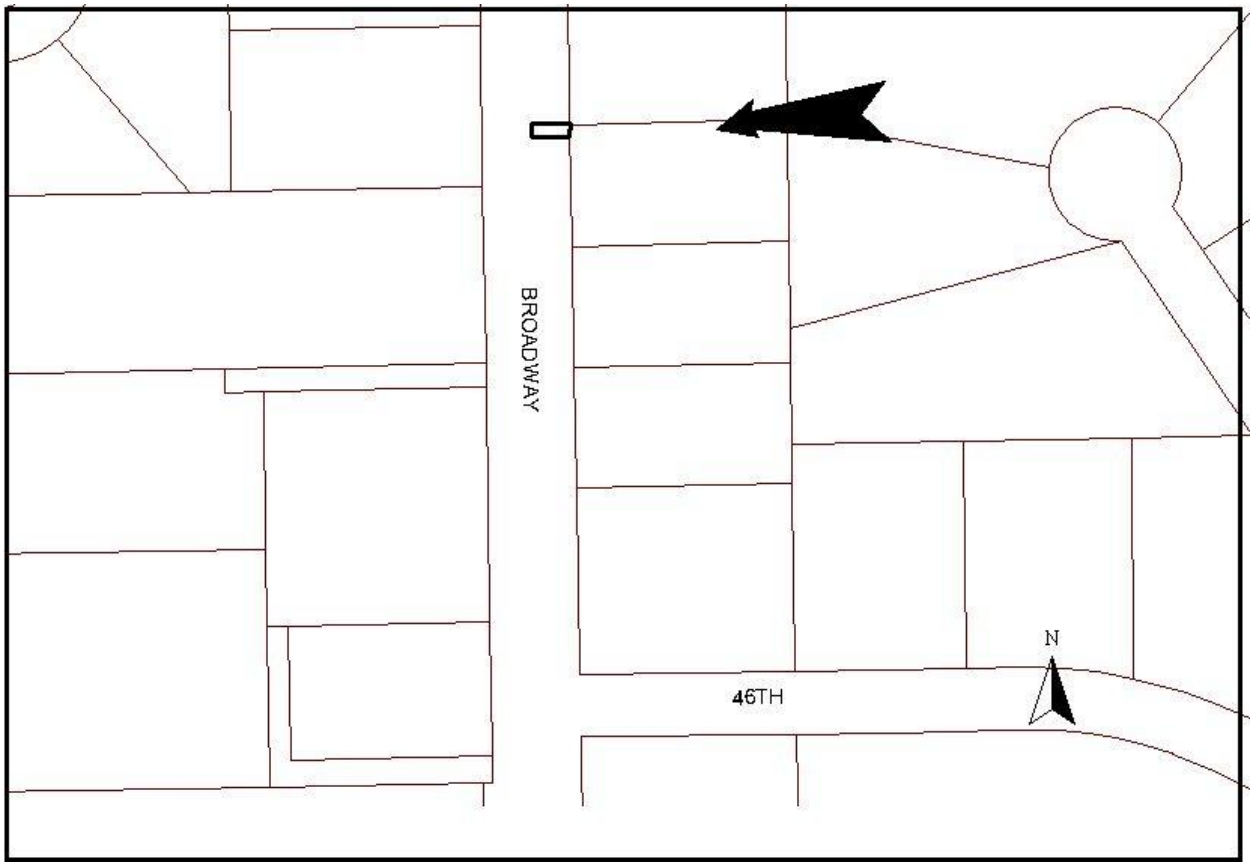
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a dedication by separate instrument of access control have been approved as to form by the Department of Law and will be recorded with the Register of Deeds. The applicant had recorded a cross lot access easement in 2006, between Lots 1 and 2, of the subject subdivision; Film-Page #28772154.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.


BROADWAY
46TH
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City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Relocation of Sprint Fiber Optic Cable, located on Greenwich Road, between Harry and Kellogg (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement and easement

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve Greenwich, between Harry and Kellogg. On August 5, 2008, the City Council approved the project. On September 15, 2009, the City Council approved the construction contract. A portion of the necessary work requires expansion of a culvert located under the Kansas Turnpike Authority roadway, just west of Greenwich Road and all within the Kansas Turnpike Authority's right-of-way. Sprint owns fiber optic cable within the aforementioned right-of-way as a result of an easement with the Kansas Turnpike Authority. During design of this project, Sprint indicated that their cable was clear of construction limits; however, during construction Sprint's cable has been identified as a conflict with the planned expanded culvert and requires relocation. Sprint is willing to protect and relocate its fiber optic cable within the Kansas Turnpike Authority's right-of-way, and to accommodate the City's work if the City reimburses Sprint for all of its actual costs, both direct and indirect, in making such modifications.

Analysis: An agreement has been prepared authorizing Sprint to relocate its facilities. It is acknowledged that the actual costs of protection and relocation of the fiber optic cable may be greater or less than the estimate. The estimated cost to relocate the Sprint fiber optic line is $11,782.

Financial Considerations: Funds are available in the project budget to provide for utility relocation costs. The funding source is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a major transportation corridor.

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

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

Attachments: Reimbursement agreement.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this _____ day of _____, 201___, by and between Sprint Communications Company L.P. (hereinafter referred to as "Sprint"), whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040 and the City of Wichita (hereinafter referred to as "City") whose mailing address is 455 N Main St, Wichita, KS 67202.

BACKGROUND:

A. City desires to expand a culvert near milepost 50.9 in Wichita, KS on the route of the Kansas Turnpike Authority's right of way, ("Project"). Sprint owns fiber optic cable within the aforementioned right of way as a result of an easement with the Kansas Turnpike Authority; and,

B. As a result of the construction for the Project, it is necessary for Sprint to relocate and protect in place its fiber optic cable facilities, in accordance with, and as more particularly described, in the attached Exhibit A (Scope of Work), and incorporated herein; and,

C. Sprint, under the terms hereinafter stated, is willing to protect and relocate its fiber optic cable within the Kansas Turnpike Authority's right of way, and to accommodate City's work if City reimburses Sprint for all of its actual costs, both direct and indirect, in making such modifications.

AGREEMENT

In consideration of the promises and mutual covenants herein contained, Sprint and City hereby agree as follows:

1. Sprint will perform the necessary relocation and protection work in accordance with the attached Exhibit A ("Work") subject to the terms and provisions of this Agreement.

2. City represents and warrants that Exhibit A accurately represents the Scope of Work requested of Sprint.

3. City may, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in accordance with the Scope of Work, in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations.

4. City will bear and be responsible for and pay in accordance herewith all direct and indirect costs incurred by Sprint and relating to the above referenced protection and relocation Work, including, but not limited to, labor, materials, construction, damages, administrative overhead, engineering review work, taxes and legal fees.

5. The total cost of the fiber optic cable Work is estimated to be Eleven Thousand Seven Hundred Eighty-Two Dollars ($11,782) as shown in the attach Exhibit B. Final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for the project. Sprint will promptly provide notice to City if it becomes obvious to Sprint that the final actual costs will exceed the foregoing by more than fifteen percent (15%). City shall have the right to cease the Work at any time, subject to payment for work completed to date, and reasonable project closure costs.

6. City must furnish a cashier's check in the amount of Eleven Thousand Seven Hundred Eighty-Two Dollars ($11,782) to Sprint. The check must be sent to Sprint before commencement of the protection and relocation Work. Any and all costs in excess of the amount of the check will be billed to City when the Work has been completed, and City will be liable for any such amount, which exceeds the amount of the check.

7. Within a reasonable period of time after Sprint pays all of the invoices associated with the Project and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide City an invoice of the same. City must pay the full amount of such invoice within thirty (30) days after receipt. Any amounts due and payable under this Agreement that are not timely paid by City shall bear interest at a rate equal to the lesser of one and one-half percent (1 ½%) per month or the highest rate allowed by applicable law.

8. All operations and work performed by City above or adjacent to the fiber optic cable location must be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. No work may be performed within the existing right of way by City until the fiber optic cable modification has been completed.

9. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by City, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.

10. If City breaches any of the terms, covenants or provisions of this Agreement, and after notice to City of such breach along with reasonable opportunity to cure, Sprint commences litigation to enforce any provisions of this Agreement, the cost of attorney's fees and the attendant expenses will be payable to Sprint by City upon demand.

11. Each party will indemnify and hold harmless the other, its officers directors, agents and employees from all loss, claims, liability and costs incurred including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorney's fees, which arise out of or are claimed to have arisen out of the acts or omissions of that party, its contractors, agents, or employees with respect to the Project, including the construction, maintenance, presence on the right of way, or other operations or activities of the City.

12. It is expressly understood by the parties that Sprint is not abandoning any right, title or interest it may have in the above described land, all such rights, title and interest being expressly reserved.

13. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable modification work at this worksite by and between Sprint and City.

14. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.

15. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

CITY OF WICHITA

_____
Carl Brewer, Mayor

SPRINT COMMUNICATIONS COMPANY L.P.

_____
James B. Farris, Manager, Real Estate

Attest:

_____
Karen Sublett, City Clerk

DATE:_____

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

WITNESS:

Agenda Item No. XII-4b

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Joint Use Highway Agreement for Levee Certification (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Wichita Valley Center Flood Control does not have adequate levee free board to satisfy Federal Emergency Management Agency's requirements near the Big Slough North and 151st Street North (Bentley Road). To achieve accreditation of the levee system, the levee is to be raised and extended to the high ground located in the Kansas Department of Transportation's (KDOT) K-96 highway right of way. This agreement will permit the City to construct and maintain the levee certification for Levee C of the Arkansas River training levees.

Analysis: The agreement is between the City of Wichita and the KDOT Secretary and allows Wichita/Sedgwick County Flood Control staff to perform required levee maintenance within the KDOT right of way.

Financial Considerations: There is no cost to the City.

Goal Impact: This project addresses the Safe and Secure Community goal by providing the maintenance of the levees.

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

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: KDOT License Agreement.

Project No. 96-87 F 044-1 (6), tract No. 24a Agreement No.

City of Wichita

Joint Use of Highway Right of Way for Special Drainage Control

County of Sedgwick, Kansas

LICENSE AGREEMENT

This License Agreement, made and entered into this ____ day of _____, 20___, by and between the Secretary of Transportation of the State of Kansas, hereinafter called "Secretary," and City of Wichita, hereinafter called "Occupant," collectively referred to as the "Parties."

WHEREAS, Secretary holds interest in a tract of land that is part of the state highway system (the "Premises"), under the jurisdiction of the Kansas Department of Transportation (KDOT); and

WHEREAS, Secretary, in order to maintain the Premises, will allow Occupant to use the Premises for Special Drainage Control; and

WHEREAS, Occupant desires to use the Premises for Special Drainage Control; and

WHEREAS, Secretary is willing to permit joint use of the Premises providing such use does not impair the use and safety of the existing public roadway and maintains the Premises for use as part of the state highway system;

NOW, THEREFORE, in consideration of the premises, the Parties hereto mutually agree as follows:

1. Secretary agrees to grant and empower, to the extent of its interest therein, Occupant the right and privilege to use the Premises for Special Drainage Control. Said privilege is to extend to the location shown on the print which is marked "Exhibit A".

2. Occupant agrees to refrain from using the Premises for hunting purposes. Hunting is expressly prohibited on the Premises.

3. Occupant agrees that any revision to the stated use of the premises shall be approved by Secretary in writing. Any expense for the planning, plan preparation, construction, and other contingencies that may arise in connection therewith shall be at the expense of the Occupant.

4. Disposition of any money paid to Secretary as a result of the authorized use of the Premises covered by this License Agreement shall be Secretary's responsibility and shall be credited to the state or federal interest as per section 126 (23 U.S.C. 156) of the Surface Transportation and Uniform Relocation Assistance Act of 1987. Occupant shall pay Secretary an annual fee of zero dollars ($0.00) per year during each year this License Agreement is in effect.

5. It is agreed that the authority to use the Premises shall not be transferred, assigned or conveyed without the express written approval of Secretary. Occupant is understood to be the actual user of the Premises at the time of this License Agreement.

6. Secretary may, on his or her own behalf, terminate this License Agreement at any time by giving Occupant a one (1) year written notice of termination.

7. Secretary may, on his or her own behalf, terminate this License Agreement at any time if Occupant violates any term of this License Agreement.

8. Occupant may, on its own behalf, terminate this License Agreement at any time by giving Secretary a thirty (30) day written notice of such intent.

9. Occupant agrees that the Premises will not be used to store any hazardous material. Further, Occupant agrees that the Premises will not be used for any purposes that would constitute a potential fire hazard or any other hazard that would impair the use of safety of the public roadway.

10. Occupant agrees to provide the necessary safeguards to protect the public and the Premises. Occupant agrees to repair any damages to the Premises caused by their use thereof. Occupant agrees any repair required shall be made within a reasonable time after written notice has been given to Occupant by Secretary, or, at the election of Occupant, compensation may be paid to secretary for necessary expenses for repairs. Occupant shall carry adequate insurance to cover its obligation under this section.

11. Occupant will save Secretary and his or her authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provision of performance of this License Agreement, or subcontract entered into in connection therewith, or the maintenance of the herein described Premises.

12. Occupant agrees Secretary reserves the right to enter upon the Premises at any time to construct, inspect, and maintain the Premises, or for any other highway purpose, in a manner calculated so as not to unreasonable interfere with Occupant's use of the Premises. If Secretary anticipates that activities under this section may require the disruption of normal operation of the Premises, Secretary shall notify Occupant of the need for such activities and the expected period of disruption. Damages resulting from action of Secretary or his or her authorized representatives while exercising this paragraph shall be compensated either as describe in paragraph no. 6 or by Secretary paying the replacement cost of the damaged items to Occupant.

13. Occupant agrees that no permanent structure will be built on the Premises, but Secretary agrees Occupant may make such temporary improvements as are necessary in order that the Premises may be used for the purposes hereinbefore stated. Occupant further agrees the Premises will be functional and orderly, to comply with screening measures required pursuant to KDOT practices and procedure, and to properly maintain the Premises.

14. Occupant agrees that on-Premises signs shall be restricted to those indication ownership or indication direction and control of vehicles. Installation or such signs shall be subject to regulation by Secretary with respect to number, size, location, and design.

15. It is understood and agreed by the Parties that this License Agreement only creates a license for the Occupant to have the right and privilege to use the Premises for the specific purpose stated herein and subject to the terms of this License Agreement. It is further understood and agreed by the Parties that this License Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Premises to the Occupant.

16. Secretary has full power and authority to enter into this License Agreement for the uses herein described, and has complied with all laws and regulations applicable to the entering of this License Agreement. Upon executing this License Agreement and observing all terms under this License Agreement, Occupant shall have the right to use, the Premises according to the terms stated herein.

17. Occupant shall provide Secretary any pertinent correspondence through the Bureau of Right of Way at the following address:

Kansas Department of Transportation
Bureau of Right of Way

Attn: Engineering Assistant to the Chief of Right of Way
700 SW Harrison
Topeka, KS 66603-3745

This Space Intentionally Left Blank

IN WITNESS WHEREOF the parties hereto have executed this License Agreement by their proper officers on the day and year first above written.

ATTEST: APPROVAL TO FORM:

_____ _____

Carl Brewer, Mayor Gary Rebenstorf, Director of Law

STATE OF KANSAS)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

_____
Notary Public

My Commission Expires:
_____

I, Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: _____
Jerome T. Younger, P.E.
Deputy Secretary of for Engineering and
State Transportation Engineer

STATE OF KANSAS)
) ss:
County of Shawnee)

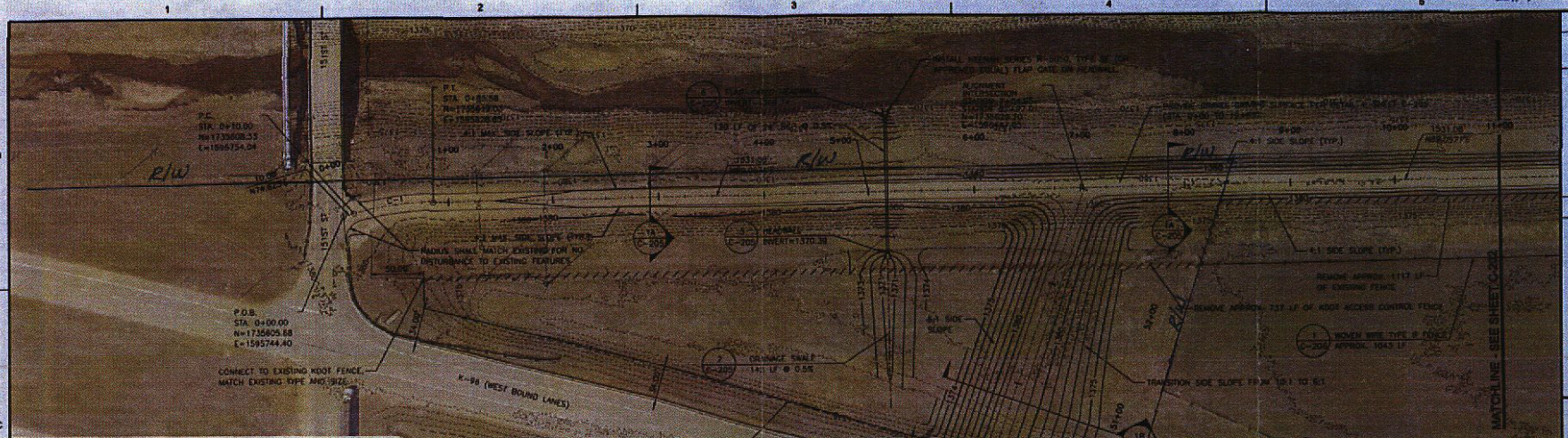
BE IT REMEMBERED, that on this ____ day of _____, 20___, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

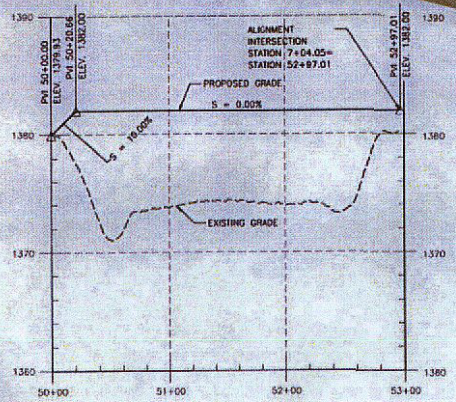
IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day year last above written.

_____
Notary Public

My Commission Expires:
_____

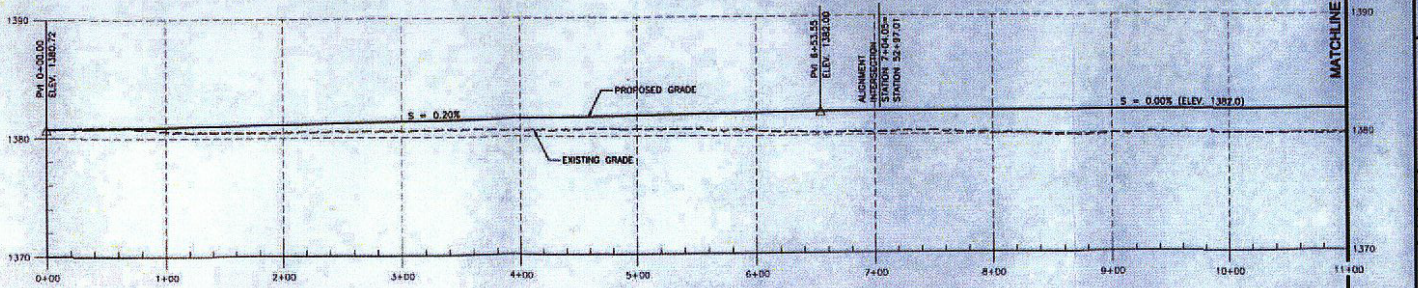
Exhibit "A"





HORIZONTAL CURVE DATA							
NAME	P.I. NORTHING	P.I. EASTING	RADIUS (FT.)	ARC LENGTH (FT.)	CHORD LENGTH (FT.)	TANGENT LENGTH (FT.)	CHORD DIRECTION
C-1	1735618.40	1595790.67	300.00	75.58	75.38	37.99	N 81°50'24" E

Horizontal Datum: NAD83 State Plane, south zone
Vertical Datum: NAVD88, USGS mean sea level



MARK	DESCRIPTION	DATE	APPR.

amec
AMEC Earth & Environmental, Inc.
1535 SW Washburn
Topeka, Kansas 66621
Tel: (785) 272-2448
Fax: (785) 272-4379

CITY OF WICHITA

Levee "C" Floodproof Revetment (Station 1500+00 to K-96)
Improvements For the
WICHITA/VALLEY CENTER LOCAL FLOOD PROTECTION PROJECT
WICHITA, KANSAS

PREPARED FOR
THE CITY OF WICHITA, KANSAS
455 N. Main
Wichita, KS 67202

DRAFT

DESIGNED BY: Larry E. Bowers, P.E.
DATE: 2010Nov.29a
DRAWN BY: TMR
CHKD BY: LAB
APPR BY: LAB
FILENAME: C-201 SITE PLAN AND PROFILE_north side of levee.dwg
AMEC PROJ. NO. 04116-0001

SITE PLAN AND PROFILE
C-201
SHEET 2 OF 4

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Southern Star Central Gas Pipeline Easement Crossing Agreement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City has owned, operated and maintained miles of pipeline needed to transport the City's raw water supply wells located in the Equus Beds since the early 1950s. The system is expanding and increasing pipeline sizes as part of the Aquifer Storage and Recovery Phase II project.

Analysis: There are three locations where Southern Star Central Gas Pipeline easement crosses proposed water pipelines. While placing these sections of pipeline during Phase II construction activities, Southern Star's gas line must be protected by a weld wrap. A reimbursement and encroachment agreement estimates the cost of this precaution to Southern Star is $134,153 and must be paid before any work can be done in the easement. It is acknowledged that the actual costs of installing the weld wraps may be greater or less than the estimate; however, the City's liability shall not exceed the estimate by more than 10%. Upon completion of said work, all reasonable costs incurred will be determined and either rebated on invoiced to the City (not to exceed $147,568). Additionally, the City will contractually require the pipeline contractor or add Southern Star as an additional insured to the pipeline contractor's policy.

Financial Considerations: Funding for these services is available in Capital Improvement Program W-549, Water Supply Plan.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

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

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Reimbursement and Encroachment Agreement

Tract # T-22528, T-31917, T-22516 & T-22518 Line: PA-1
Sedgwick Co., Kansas

REIMBURSEMENT AND ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **Southern Star Central Gas Pipeline, Inc.**, formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company, a Delaware corporation with its principal place of business being 4700 KY Highway 56, P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "Company" and the **City of Wichita, Kansas,** 455 N. Main, 7th Floor, Wichita, Kansas 67202, a Kansas Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, Company is the owner of a 3.5 inch natural gas Pipeline and Right of Way Easements therefore covering the West Half of the Northwest Quarter, (W/2 of the NW/4), Section 9, Township 25 South, Range 1 West, according to a certain Right of Way Contract dated May 5,1951, and recorded in Misc. Book 275, at Page 326, on May 16, 1951, and a Cathodic Rectifier Easement covering the Northwest Quarter of the Northwest Quarter, (NW/4 of the NW/4), Section 9, Township 25 South, Range 1 West, dated July 14, 1972 and recorded in Book 25, at Page 1204, on August 3, 1972; and that certain Right of Way Easement covering the East Half of the Northwest Quarter (E/2 of the NW/4) of Section 7, Township 25 South, Range 1 West, dated May 3, 1951, and recorded in Misc. Book 275, at Page 316, on May 16, 1951; and that certain Right of Way Easement covering the South Half of the Northeast Quarter (S/2 of the NE/4) and the Northeast Quarter of the Northeast Quarter (NE/4 of the NE/4) of Section 12, Township 25 South, Range 2 West, dated May 4, 1951, and recorded in Misc. Book 275, at Page 320, on May 16, 1951, all in the Office of the Register of Deeds, Sedgwick County, Kansas; and,

WHEREAS, the City is the owner of a 24-inch water line, to be installed in the South Half of the Northeast Quarter, (S/2 of the NE/4), of Section 12, Township 25 South, Range 2 West; and a 66-inch water line to be installed in the East Half of the Northwest Quarter (E/2 of the NW/4), of Section 7; and 54-inch and 24-inch water lines to be installed in the West Half of the Northwest Quarter (W/2 of the NW/4), of Section 9, both in Township 25 South, Range 1 West, Sedgwick City, Kansas, and,

WHEREAS, the City proposes to install the 24-inch water line in Section 12 within a right of way and extra workspace totaling 80-feet, and a 66-inch water line in Section 7 within a right of way and extra workspace totaling

160.5-feet, and 54-inch and 24 inch water lines in Section 9 within a right of way and extra workspace totaling 120-feet, in such a manner as to conflict, interfere with, and encroach on, Company's easement rights; and

WHEREAS, the Company has determined that it will be necessary to install weld wraps on each of the welds within the waterline right of way and extra workspace areas identified in the preceding paragraph, at the sole cost and expense of the City, to insure the safety and integrity of the Company's pipeline in order to accommodate the proposed water line installations, as shown on drawing C.B1.26, titled Line B1-1, Diagonal Transmission Main, Sta. 326+00 to Sta. 340+00; drawing C.B1.45, titled Line B1-3, River Intake Line, Sta. 117+00 to Sta. 129+00; drawing C.B1.55, titled Line B1-4, Residuals Return Line, Sta. 118+00 to Sta. 130+50; and drawing C.B1.58, titled Pressure Control Line, Sta. 19+00 to Sta. 24+75, all dated 8-14-09 and prepared by MKEC, Engineering Consultants, Inc.; and

WHEREAS, under the terms of this agreement Company is willing to permit the water line crossing installations across its Right of Way at the locations identified above, under the following terms and conditions,

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, Company and the City agree as follows:

1. Under the terms of this Agreement, Company will install weld wraps within, and one (1) pipe joint on each side of the waterline right of way, extra workspace and county road rights of way across the full width of the waterline easement and extra workspace areas at each of the 3 crossings of the Company's 3.5 inch pipeline, as referenced above, and as shown on Exhibit 1, titled, Detail at Locations Where Wichita Water Utilities Pipelines Will Cross Southern Star Central Gas Pipeline (City of Wichita ASR Phase 2: Bid Package B1 Pipeline), prepared by MKEC, Engineering Consultants, Inc., which is incorporated herein by reference,

2. City agrees to install the proposed water lines below the Company's existing 3.5-inch pipeline with a minimum of 24-inches of clearance between the bottom of the Company's pipeline and the top of the waterlines. This depth will be maintained across the full width of the Company's right of way, that being 33-feet on the northerly side and 33-feet on the southerly side of the pipeline, in accordance with Company Standard Drawing, STD-ENC-PX-FP, which is attached hereto and made a part hereof.

3. City acknowledges, and agrees to inform it's contractor, that the maximum allowable span of 3.5-inch pipe that can be exposed without additional support at anytime during the project is 13 feet.

4. In order to insure that vehicles and equipment having a gross per axle weight of 40,000 pounds or less can safely cross the pipeline; City agrees that, following the installation of the weld wraps and prior to the beginning of construction work over the pipeline, it's

contractor will place an additional 2.5 feet of cover over and a minimum of 5 feet on either side of Company's natural gas pipeline. A Manufacturer's Specification Sheet must be submitted to Southern Star Central Engineering for all vehicles and equipment in excess of 40,000 pounds, or tracked equipment, so that a Wheel Load Analysis can conducted, the need for additional cover evaluated, and the use of such equipment can be approved prior to their use on and over the pipeline right of way. The specifications must show the Type and Model number of the equipment, the shoe size, in inches, and the length of the track in contact with the ground, in feet. The City's contractor must add any additional cover required as a result of these evaluations prior to the equipment working on and over the pipeline right of way. The additional cover should be removed following construction activity over the pipeline.

5. City agrees to presently pay Company for the actual costs and charges incurred by the Company (of the type an nature shown on the Company's estimate, marked as Exhibit "A" and attached hereto and made a part hereof). related to the installation of the weld wraps. The estimated costs and charges of which are One Hundred Thirty Four Thousand One Hundred Fifty Three dollars ($134,153.00), as shown on Company's estimate, Exhibit "A". Company's estimate, however, shall not be considered a maximum, or a minimum, except that liability for payment hereunder by the City shall not exceed the estimate shown above by more than 10%.

6. After execution of this Agreement and prior to commencement of Company's work, including the ordering of any materials, City shall advance to Company the sum of One Hundred Thirty Four Thousand One Hundred Fifty Three dollars ($134,153.00), which shall be credited to the obligation of City herein. Such payment shall be mailed or sent via over-night service to the following address;

   Southern Star Central Gas Pipeline Inc.
   Attn: Diane Bowers, Accounts Receivable
   4700 KY. Hwy. 56, P.O. Box 20010
   Owensboro, KY. 42304

7. The parties hereto acknowledge that the actual reasonable costs of installing the weld wraps may be greater or less than the estimated costs. Upon completion of said work, all reasonable costs incurred which are associated with said work by Southern Star, forces and/or by a contractor, will be determined by Southern Star accounting personnel, which determination shall be subject to review by the City Engineer. Should said actual costs be less than the above-estimated

amount, Company will rebate the difference between the actual reasonable cost and the above-estimated costs of ($134,153.00) to City following the closing of Company's books on the project.

8. City shall be permitted to have an inspector present at all times during the installation of weld wraps on the Company's pipeline.

9. In the event the actual reasonable costs incurred for the work performed to install the weld wraps exceeds the estimated amount as limited by the above paragraph No. 5, Company will forward an itemized invoice to City reflecting the amount equal to 100% of the actual costs incurred, as limited by paragraph No. 5 above, and City agrees that said invoice will be paid within Thirty (30) days of receipt of same. The City agrees to pay all actual costs (of the type and nature as detailed on Company's estimate, Exhibit "A") other than those which may be arbitrary and capricious.

10. Company reserves the right to revise its cost estimate and the right, upon written demand, to secure additional advances from City in the event that City alters the plans referenced herein in any manner, or changes the scope of work, or in the event that Company encounters any change in conditions which, in Company's sole opinion require additional work beyond that contemplated by this agreement and increases the cost of the work.

11. Company shall have the right to stop its relocation work, without obligation or liability, in the event the City fails to make additional advances as requested by Company.

12. In the event the City, for whatever reason, requires additional work to be done or material to be used by Company not contemplated by or included in Company's estimate attached hereto, the City agrees to pay Company all reasonable additional direct and indirect costs incurred by Company to satisfy such additional requirements made by the City.

13. Subject to natural gas throughput commitments Company will endeavor to commence performance of the work contemplated by this Agreement as soon as reasonably possible, provided that Company shall not be obligated to commence or continue performance of the work in the event, in Company's opinion, weather conditions or an event of force nature prevents such work from being performed performed by Company or its contractor. In no event shall Company be liable for any consequential or incidental damages to the City or any other person or entity, including, without limitation, any third party beneficiary.

14. It is also agreed that the City shall notify Company at least 72 hours prior to commencing any work on Company's easement by calling the Kansas One-Call System at 1 800 344-7233.

15. The parties agree to indemnify, save and defend each other and any parent and affiliates and the employees, officers, directors and agents thereof, harmless from and against any loss, cost or expense incurred by the other party, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, or are claimed to have arisen out of the construction, operations of the acting party, its contractors and subcontractors, on the Company easement described above.

16. The City acknowledges that the natural gas pipeline is cathodically protected and hereby relieves Company of any liability for damage to any encroachments that currently exist, or that may exist in the future, due to said cathodic protection.

17. The terms of this agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of both parties herein shall survive the termination of this agreement.

18. Prior to commencement of construction of the facilities described herein, City will contractually require that the Company to be added as an additional insured to the contractor's policy and shall provide Company certificates of insurance expressly naming Southern Star Central Gas Pipeline, Inc. as an additional insured and evidencing coverage in the amount of one million dollars ($1,000,000.00)general liability, and one million dollars ($1,000,000.00) auto liability, and one million dollars ($1,000,000.00) workers compensation and employers liability insurance for the construction of the facilities described herein, and containing thirty (30) days prior written notice of cancellation.

Invoices for work completed under this agreement shall be sent to the City of Wichita, KS. at the following address:

Attn. Debra Ary, Production and Pumping Superintendent, City of Wichita 1815 W. Pine, Wichita, KS 67203

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year indicated below our signatures.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

_____

Robert S. Bahnick, Sr. Vice-President
Operations and Technical Services

Date: _____

THE CITY OF Wichita KANSAS

BY: _____
Carl Brewer, Mayor

Date: _____

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, City Attorney

CORPORATE ACKNOWLEDGEMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____day of _____, 2010, personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is the Senior Vice President, Operations and Technical Services of Southern Star Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____
Notary Public

My Commission Expires_____, 20_____.

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public duly commissioned in and for the city and state aforesaid, on this _____ day of _____, 2010, personally appeared, Carl Brewer, who being duly sworn, did say that he is the Mayor of the City of Wichita, Kansas, a Kansas Municipal Corporation, and that said instrument was signed on behalf of said city by authority of its City Council, said Carl Brewer, acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said city and state the day and year above written.

_____
Notary Public

My Commission Expires: _____, 20_____.

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Change Order: Century II Seating Replacement (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 2, 2010, the City Council approved a bonding resolution in the amount of $2,310,000 for Century II improvements. The replacement of the seating in Century II Concert Hall was outlined in the bonding resolution in the amount of $750,000. On April 27, 2010, the City Council approved a contract with American Seating Company for a not to exceed amount of $600,000.

Analysis: Upon review of the submittals and shop drawings, it was discovered that aisle seats were not priced in the original proposal to have routed spaces in the wood arms for donor tags, nor the row letter tags, to allow the tags to be mounted flush on the wood seat arms.

Financial Considerations: The total cost of the additional work is $13,403. The original contract amount is $569,023. This change order represents 2% of the original contract amount; funding is available within the existing project budget.

Goal Impact: This project addresses the Quality of Life goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the change order as to form.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachment: Change order.

PUBLIC WORKS-ENGINEERING

[9/7/10]

CHANGE ORDER

To: American Seating Company
401 American Sating Center NW
Detroit, MI 49504

Project: Century II Theatre Seating

Change Order No.:
Purchase Order No.: 030556
CHARGE TO OCA No.: 792552

Project No.:
OCA No.: 792552
PPN:

Please perform the following extra work at a cost not to exceed $13,402.81

Additional Work: Addition of donor tags for the main floor, routes for the donor tags in the wood chair arms, and routes for the row letter tags in the chair arms.

Reason for Additional Work: Request of Century II staff per Kyle Longwell, Technical Director, Century II.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Donor Tags. Row No. Tags	$13,402.81	1	LS	$13,402.81

CIP Budget Amount: $600,000

Consultant: N/A
Exp. & Encum. To Date: $582,424.59

CO Amount: $13,402.81
Unencum. Bal. After CO: $17,575.41

Original Contract Amt.: $569,021.78

Current CO Amt.: $13,402.81
Amt. of Previous CO's: $0
Total of All CO's: $13,402.81
% of Orig. Contract / 10% Max.: 2%
Adjusted Contract Amt.: $582,424.59

Recommended By:

Jeff Myers
Project Manager
Date

Approved:

Ed Martin
Building Services Manager
Date

Approved:

Betsy Howell
American Seating Co.
Date

Approved:

Jim Armour, P.E., City Engineer
Co-Director Public Works & Utilities
Date

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

Agenda Item No. XII-6a

CITY OF WICHITA
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1337 North Vassar Avenue for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 1337 North Vassar Avenue is improved with a single-family residence. A partial acquisition is required from the north 25 feet of the property. Within the north 25 feet is a detached garage with access off of 13th Street, landscaping and mature trees.

Analysis: The proposed acquisition area consists of 3,750 square feet together with a 600 square foot temporary easement is required during construction. The owner rejected the appraised offer of $17,650 (or $0.45 per square foot for the land, $0.06 per square foot for the temporary easement; $3,000 for the loss of the garage; and $12,920 for the loss of landscaping and damages to the remainder). The owner countered at $25,000 citing the loss of the mature trees and proximity as the reason for the increase. The improvements are currently 34 feet from the right of way and will be nine feet from the new right-of-way line. After negotiation the owner agreed to accept $20,000. An additional $2,350, making the purchase amount $20,000, will allow the owner to install a fence along the new right-of-way line to create a buffer between the sidewalk and the improvements. This is a reasonable and prudent settlement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $21,500 is requested. This includes $20,000 for the acquisition and $1,500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Accept the easements and 2) Approve the budget.

Attachments: Permanent easement, temporary construction easement, tract map and aerial map.

PERMANENT EASEMENT

THIS EASEMENT made this __18__ day of **December, 2010**, by and between __**Robin T. Allen, single person**, Grantor, and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantor, in consideration of the sum of **Nineteen Thousand Nine Hundred Dollar and no /00** and other good and valuable considerations ($19,900.00), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a perpetual right-of-way and easement for public purposes including constructing, maintaining, and repairing roads, road right-of-way appurtenances and utilities over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

All of the north 25 feet of said Lot 39 on Vassar Avenue as Platted in the Fairmount Place Addition and that part of the vacated 10 feet of Vassar Avenue adjoining the North 25 feet of said Lot 39.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public improvements.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Robin T. Allen

STATE OF KANSAS, Sedgwick COUNTY, SS.

On this 18th day of Dec. A.D. 2010, before me, a notary public in and for said county and state, personally appeared **Robin T. Allen** to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

NOTARY PUBLIC

KRIS KIDWELL
Notary Public - State of Kansas
My Appt. Expires 10/14/2012

My commission expires

CITY OF WICHITA

BY: _____

Carl Brewer, Mayor

ATTEST:

BY: _____

Karen Sublett, City Clerk

Approved to Form:

BY: _____

Gary E. Rebenstorf, Director of Law

STATE OF KANSAS, SEDGWICK COUNTY, SS.

On this _____ day of _____ A.D. _____, before me, a notary public in and for said county and state, personally appeared Carl Brewer, Mayorand Karen Sublett, City Clerk to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____

_____NOTARY PUBLIC

My commission expires

City of Wichita, Kansas

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 18 day of December 2010, by and between **Robin T. Allen, single person**

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

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the City of Wichita, Kansas, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

All of the West 30.00 feet of lot 39 on Vassar Avenue, except the North 25:00 feet thereof, Also the west 30:00 feet of the North 20:00 feet of Lot 37 on Vassar Avenue, all as platted in Fairmount Place addition

For the purposes of construction and related activities for the 13th Street North Project.

Said right of entrance, occupation and use to continue only during the construction and completion of the above project. It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The City of Wichita agrees to pay the landowner(s) a lump sum of **One Hundred Dollars and no/100 ($100.00)** Dollars for the temporary easement over and upon the above described property.

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires ninety days (90) after completion of the construction project for which this easement is acquired or three years after the date first signed, whichever occurs sooner.

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

Landowner(s): Taylor Jones Properties, Inc.

Robin T. Allen

STATE OF Kansas, Sedgwick COUNTY, SS.

On this 18th day of Dec A.D. 2010, before me, a notary public in and for said county and state, personally appeared **Robin T. Allen**

to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

, NOTARY PUBLIC

My commission expires 10/14/2012

KRIS KIDWELL
Notary Public - State of Kansas
My Appt. Expires

CITY OF WICHITA

BY: _____
Carl Brewer, Mayor

ATTEST:

BY: _____
Karen Sublett, City Clerk

Approved to Form:

BY: _____
Gary E. Rebenstorf, Director of Law

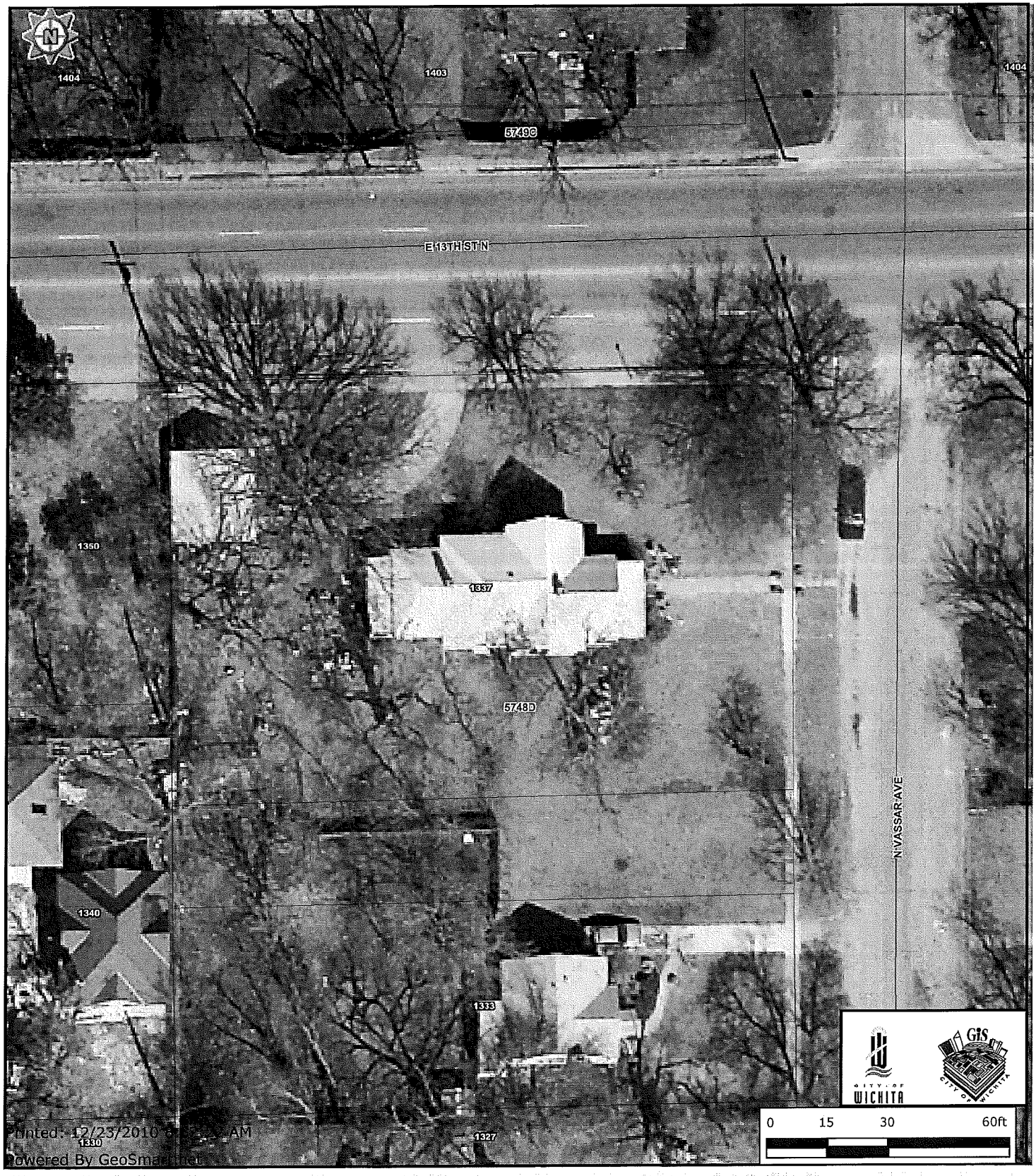
STATE OF KANSAS, SEDGWICK COUNTY, SS.

On this _____ day of _____ A.D. _____, before me, a notary public in and for said county and state, personally appeared Carl Brewer, Mayor and Karen Sublett, City Clerk to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

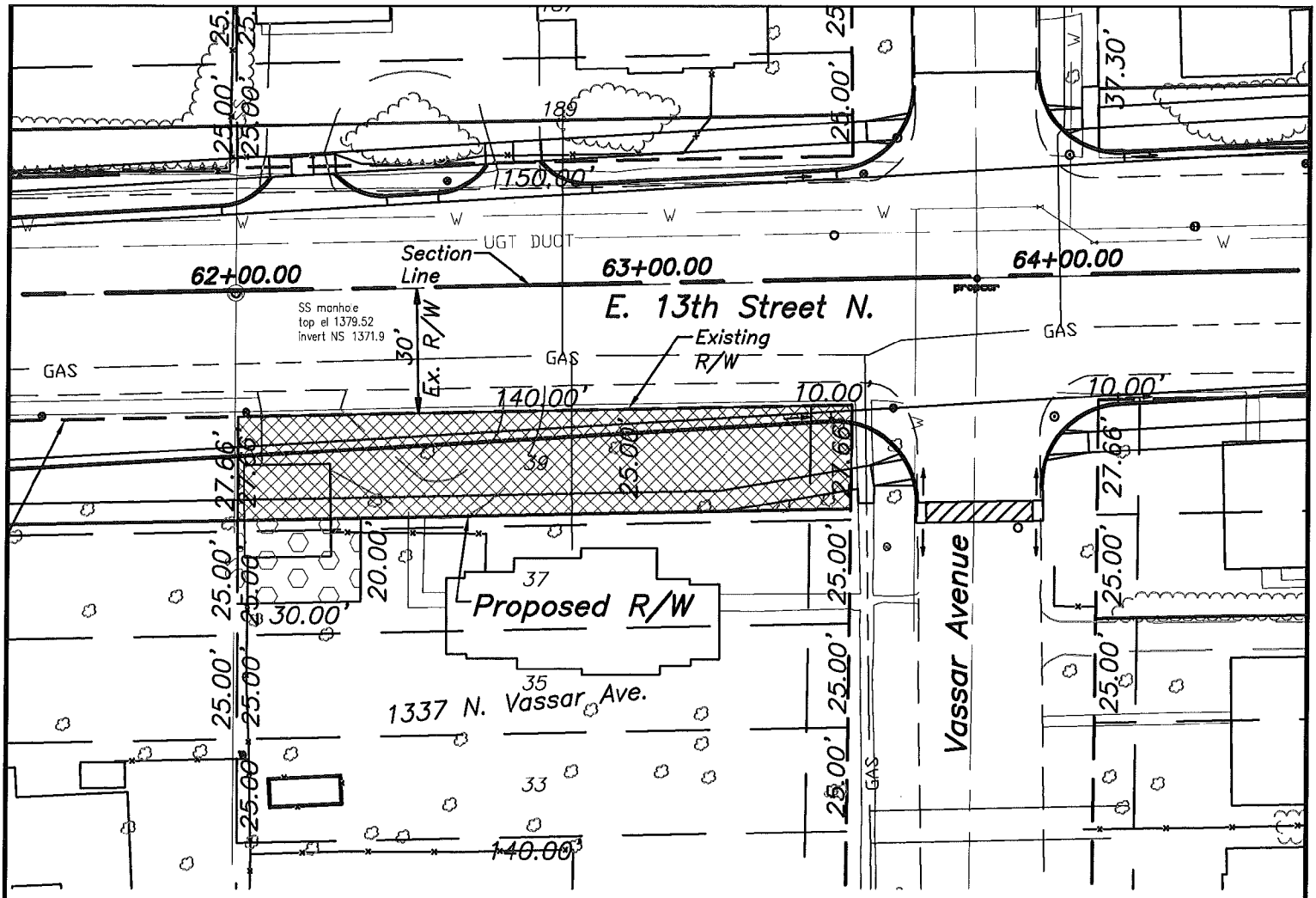
, NOTARY PUBLIC

My commission expires

1337 North Vassar



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.



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 33,35,37, & 39, on Vassar Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 25.00 feet of said Lot 39 on Vassar Avenue as platted in Fairmount Place Addition and that part of the vacated 10.00 feet of Vassar Avenue adjoining the north 25.00 feet of said Lot 39.

TAX KEY #: C044570002

R/W ACQUISITION SIZE: 3,750 sq. ft.

PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

ROBIN ALLEN
SEC 14-T27-R1E

SCALE: 1" = 40'

Tract No. 150

Agenda Item No. XII-6b

CITY OF WICHITA
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3712 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3712 East 13th Street North is improved with a residential duplex. It is necessary to acquire the south five feet of 3712 East 13th to accommodate the widening of the road. The improvements are removed from the proposed acquisition. Some landscaping and bushes will be removed as part of the project.

Analysis: The owner rejected the appraised offer of $560 (or $0.55 per square foot for the right-of-way; $0.08 per square foot for the temporary easement; and $325for the bushes and shrubs). The owner countered at $13,058 seeking proximity damages and loss of parking. Fifteen feet will remain between the new right-of-way line and the improvements thus allowing vehicles to continue to park onsite. The owner did agree to settle at $5,000. Settlement avoids the risk associated with eminent domain and saves the associated administrative costs and the time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $5,750 is requested. This includes $5,000 for the acquisition and $750 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement; 2) Authorize the necessary signatures and; 3) Approve the budget.

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

PROJECT: 13th Street North **DATE:** September 22, 2010

COUNTY: Sedgwick **TRACT NO.:** 82

THE CITY OF WICHITA, KANSAS

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

THIS AGREEMENT Made and entered into this 20th day of Dec., 2010., by and between

Marvin P. Grant, a single person

5517 Polo St.

Wichita, KS 67208

(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Approximately 375 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner: $ 4,970

Approximately 375 Sq. Ft. for Temporary Easement Damages including but not limited to all improvements and real property of the landowner: $ 30.00

TOTAL: $ $5,000.00

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

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

LANDOWNERS:

By: Marvin P. Grant
Marvin P. Grant

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

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

Marvin Perry Grant

If mortgage or other liens, show names of holders:

n/a

REMARKS:

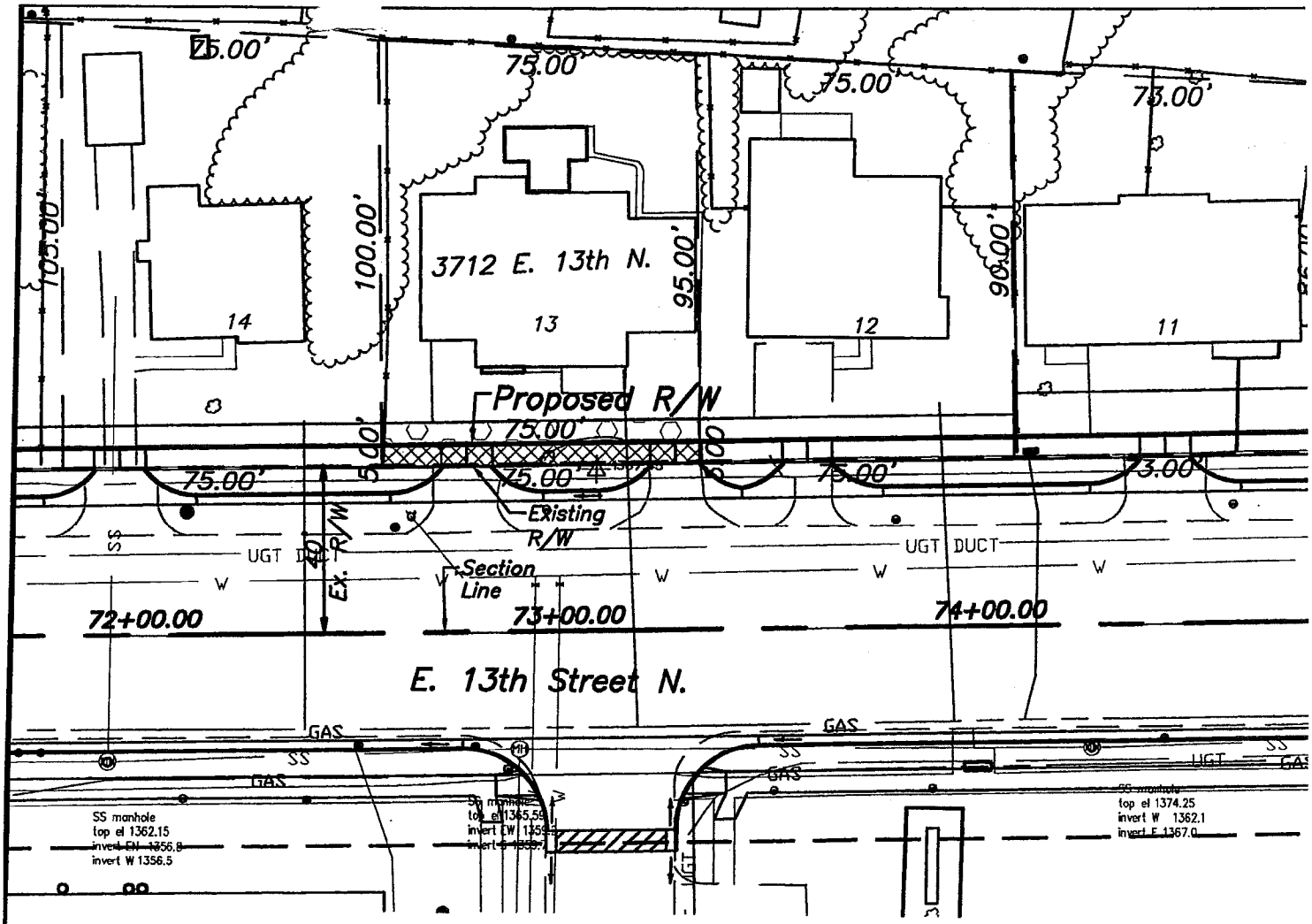
PIN/APN 121110340601400
Security Title File Number 2000305

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Joe Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 13, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 5.00 feet of said Lot 13, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13847

R/W ACQUISITION SIZE: 375 sq. ft.

PROPOSED R/W ACQUISITION

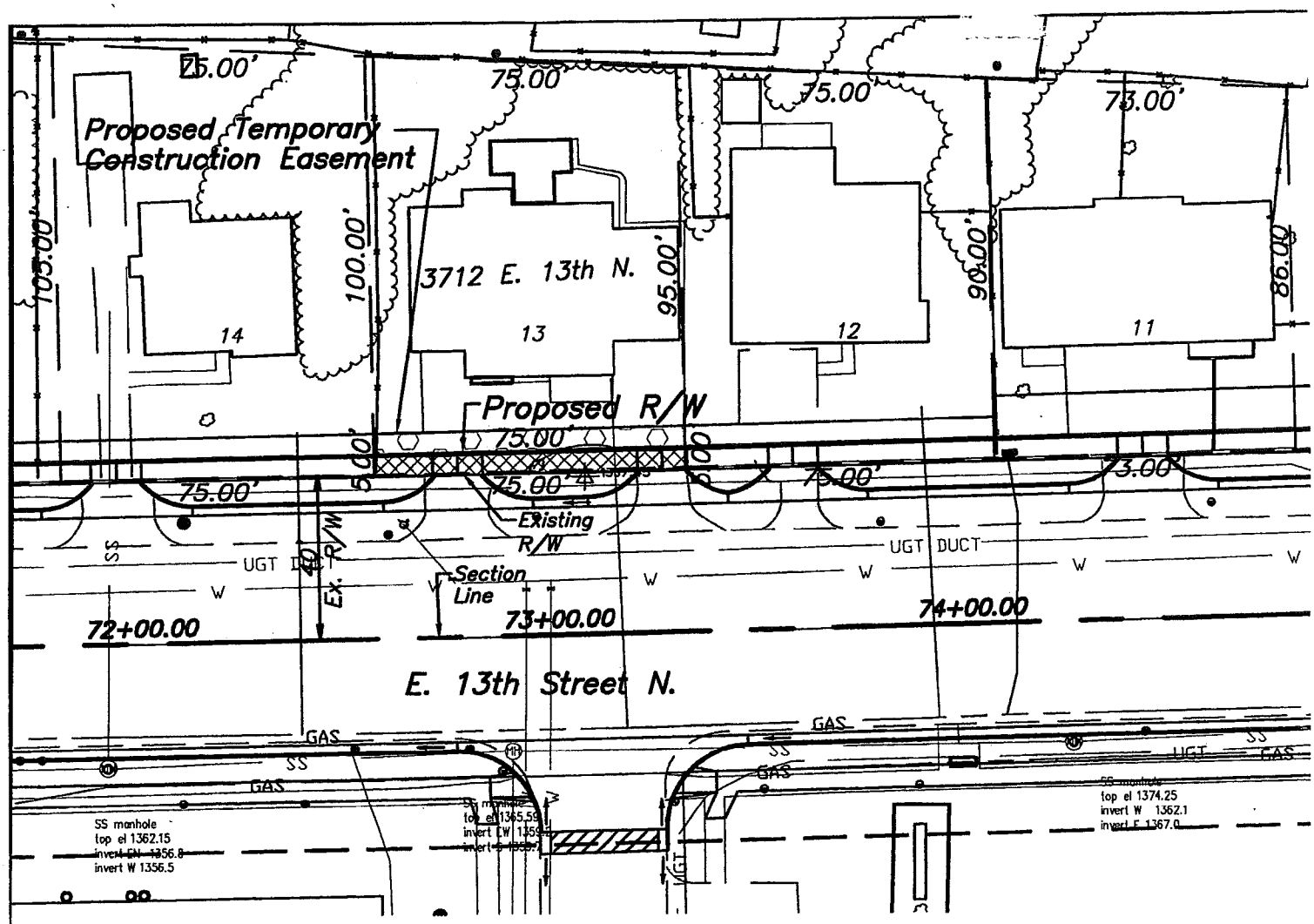
13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

MARVIN GRANT
SEC. 11–T27–R1E

SCALE: 1" = 40'

Tract No. 82



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 13, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 5.00 feet of the south 10.00 feet of said Lot 13, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13847

R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 375 sq. ft.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

MARVIN GRANT
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 82

3712 East 13th Street

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CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
DECEMBER 2010

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Actuarial Services for Self-Funded Automobile Liability, General Liability & Workers Comp 2010	12/31/2011	Pinnacle Actuarial Resources, Inc.	Finance	1/1/2010 - 12/31/2010	3 - 1 year options
City Maps	12/31/2011	Kansas Blue Print Co., Inc.	Various	1/1/2003 - 12/31/2003	Annual basis
COBRA Administrator for 2008	12/31/2011	Beyond Benefits Inc.	Finance	1/15/2008 - 12/31/2008	1 - 1 year option
Domestic Violence Service	12/31/2010	Kansas Legal Services, Inc.	Law	1/1/2003 - 12/31/2003	Annual basis
False Alarm Registration & Management Services	12/31/2011	AOT Public Safety Corporation	Police	1/1/2009 - 12/31/2009	2 - 1 year options
Flexible Spending Account Program - ASI - Part of FP800064	12/31/2010	Application Software, Inc. - ASI	Finance	1/1/2009 - 12/31/2009	3 - 1 year options
Grounds Maintenance Services - Airfield	12/31/2011	Florence Bergkamp DBA Fab Mowing	Airport	1/1/2008 - 12/31/2010	1 - 1 year option
Horse Boarding Services	12/31/2011	Aces High Acres LLC	Police	1/1/2009 - 12/31/2009	2 - 1 year options
Insurance, 2010 Property, Liability & Excess Workman's Comp Placement Services	12/31/2010	Lockton Companies, LLC	Finance	1/12/2010 - 12/31/2010	4 - 1 year options
Office Supplies (General)	12/31/2010	Office Depot	Finance	01/01/2010 - 12/31/2010	1 - 1 year option
Outsourcing Print Shop and Mail Room Services - Options 2 & 3	12/31/2011	Tarrant, Inc. dba Quik Print	IT / IS	7/1/2009 - 12/31/2010	3 - 1 year options
Outsourcing Water Bills - Option 1	12/10/2011	High Cotton USA, Inc., High Cotton	IT / IS	7/1/2009 - 12/31/2010	3 - 1 year options
Phosphonic Acid	12/31/2011	Water-Wise Enterprises	Environmental Services	1/1/2010 - 12/31/2010	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $25,000
DECEMBER 2010

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT
PB Americas Inc.	PO030958	Engineering Consulting	9,980.00
Professional Engineering Consultants PA	PO031104	Engineering Consulting	9,200.00

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR DECEMBER 2010

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT

City of Wichita
City Council Meeting
January 11, 2011

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding (MOU) between Wichita Area Technical College (WATC) and Wichita Police Department (WPD)

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding between the City of Wichita and Wichita Area Technical College (WATC).

Background: The Wichita Police Department and Wichita Area Technical College (WATC) have been utilizing an informal agreement to provide private security officer training to individuals seeking to work within the City of Wichita for the past eight years. This training is required by City ordinance 3.72 (Private Security merchants' licenses). Prior to the agreement, WPD staff conducted the training at a City facility. Due to reduction in staff, WPD could not longer support the training in house.

Analysis: Under the Memorandum of Understanding, the City and WATC both agree to full indemnify and hold each other harmless as to any activity performed by their respective employees or other representatives connected with the performance of the MOU. This MOU shall be in effect for a one year term and thereafter be automatically extended for successive one-year periods, unless cancelled by written notice by either party.

Financial Considerations: There will no expenses incurred by the City of Wichita for this service. WATC will assume all financial considerations for the logistics and supplies for this training.

Goal Impact: The Memorandum of Understanding (MOU) supports the City of Wichita's Safe and Secure Initiative by enhancing the quality and quantity of training for private security officers attending WATC private security classes in accordance with City ordinance 3.72.

Legal Considerations: The Memorandum of Understanding has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding, and authorize the necessary signatures.

Attachments: Memorandum of Understanding between the City of Wichita and Wichita Area Technical College (WATC).

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Memorandum of Understanding ("MOU") between **Wichita Area Technical College**, a technical educational institution organized under the laws of Kansas, located at 4004 N. Webb Road, Wichita, Kansas, 67226 (hereinafter referred as WATC) and the **Wichita Police Department**, located at 2235 W. 37th North, Wichita, Kansas, 67203 (hereinafter referred as WPD) have entered into an agreement to provide Security Officer Training. This MOU shall be in force and effect on the date signed by all parties thereto and until July 1, 2011. It will thereafter be automatically extended for successive one-year periods, unless cancelled by written notice by either party. Such written notice must be delivered to the other party by April 15 and/or 90 days prior to the renewal date of June 15 of the year prior to the termination becoming effective.

Purpose

The purpose of this MOU is to enhance the quality of the training provided, develop the curriculum, provide training and award a certificate upon completion of the Basic Private Security Officer Training class or Advance Private Security Officer Training class in compliance with the Code of the City of Wichita. The MOU will establish and define the relationship, scope of responsibilities and method of retaining curriculum for WATC and WPD.

1. Any security officer who works within the corporate limits of the City of Wichita (hereinafter referred to as "City") must hold at least a Basic Private Security permit. The 32-hour Basic Private Security Officer Training class (hereinafter referred as Basic PSOT) is designed to train security officers in basic duties and requirements of a security officer.

2. The 32-hour Advance Private Security Officer Training class (hereinafter referred as Advanced PSOT) is designed to train security officers in advanced duties and requirements of a security officer.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Contact information (See Attachment D for specific contact information):

- **WATC-**This program is under the direction of the **Director for Workforce Development.** Support is provided by the Director Administrative Assistant. Both report to the Senior Vice President-Academic Affairs.
- **WPD -**This program is managed by the **Recruit Training Lieutenant** under the supervision of the **Training Bureau Commander**.

Areas of Responsibility:

1. WATC will be responsible for developing, updating and providing a repository for the Basic PSOT and Advanced PSOT curriculum. The initial and subsequent curriculum development will be directed by WATC Director and WPD Training Bureau Commander in a mutually agreed upon time.

2. WATC will provide instructors, classroom space, materials, enrollment services, registration fee, certificate and final roster for each class.

3. WATC will contract qualified adjunct instructors to teach Basic PSOT and Advanced PSOT. Instructors will be recommended and approved by WPD.

4. WATC will establish cost of class, class size, class location, and cancellation policy as directed under the WATC budget guidelines. WATC and WPD will enter into discussion and agreement on such matters. WATC budgeting process for recommendations and/or approval is from January through March of each year.

5. WATC will provide reasonable and customary marketing for classes, provide schedule of classes on WATC website, provide description of classes and participant requirements, as well as, share all information with WPD.

6. WPD - will maintain the final roster, final exams and administer appropriate security permits to participants who have successfully completed Basic and Advanced PSOT classes.

7. WATC - will adhere to the following policies: Academic Honesty, Attendance, Make-up Policy, Refund Policy, Late Papers, Evaluation System, Code of Conduct, and ADA Statement.

8. WPD - **Testing Out of Private Security School:** No applicant may test out of, or be given a waiver from attending the private security school, unless approved by the Training Bureau Commander.

9. WPD - All applicants are required to attend the entire 32 hour class session (s) to receive a Private Security permit, per Standard Operation Procedures (SOP). WATC will award the certificate based on this policy. The Certificate is valid for 5 years of date of issue. Any absences must be approved by the Training Bureau Commander/Instructor in writing. The Private Security permit will not be awarded by WPD without the certificate from WATC (See attachments F, G, and H).

10. WPD Make-up Course Work (including exams, projects, and papers): All make up course work must be approved by the Training Bureau Commander or the Commander's designee and completed by the last scheduled day of class. Participants absent from class more than four (4) hours during the 32-hour course will be academically withdrawn with no refund according to the current Institutional Refund Policy found in WATC Catalog.

11. WATC will officially close out the course at the conclusion of the 32-hour course and transfer the final written exams and roster to WPD within five (5) business days.

12. WPD - will be responsible for preparing all examinations to be administered to all class participants. The content of these examinations is currently pending due to the revisions of class curriculum.

13. WATC and WPD will conduct an annual review of the curriculum to take place **May 1 through June 15, each year** to update curriculum, adhere to City ordinances and to implement other necessary changes, as directed by WATC Leadership team and WPD Training staff.

14. WATC reserves the right to cancel scheduled classes due to insufficient enrollment up to one week before class is scheduled to begin. WATC will notify WPD staff, registered participants and private security companies. WATC will make every effort to re-schedule registered participants in the next available class.

Curriculum:

WATC will provide repository for original and updated curriculum under the WATC Academic Affairs Department on WATC intranet. Curriculum will consist of the following:

- Basic PSOT, as developed
- Advanced PSOT, as developed
- Trainers' manual; on file at WPD and WATC
- Participant manual; on file at WPD and WATC
- Copy of manual, related exercises, assessments and activities on CD
- Syllabus (See Attachment B for Basic PSOT syllabus, Attachment C for Advanced PSOT syllabus)
- Specialty equipment for Defensive Tactics will be provided by WPD

Access to curriculum will be provided by WATC Director, WATC Administrative Assistant or Senior Vice President of Academic Affairs. In case of unforeseen circumstances that dictate updating curriculum before the annual curriculum review, WATC will make reasonable allowances to update all materials to accommodate changes.

Organizational Chart: (See Attachment A)

- WATC-Senior Vice President Academic Affairs
- WATC-Director-Workforce Development
- WATC-Administrative Assistant
- WPD Deputy Chief-Support Services
- WPD Training Bureau Commander
- WPD Secretary
- WPD Instructor - Recruit Training Lieutenant
- WPD Customer Service Clerk-Private Security

Location of Training—WATC will provide classroom space for scheduled classes at WATC facility at 4004 N. Webb Rd., Wichita, Kansas.

Schedule of Classes—Classes are scheduled for the first full (2) two weeks of every month excluding holidays. The specific class schedule will be determined jointly on an annual basis between both parties for the traditional school year of July 1 through June 30th. WATC will post class schedule via internet and related course schedule postings. Classes will be held Monday through Thursday, 5:30 to 9:30 pm., unless otherwise determined. WATC reserves the right to cancel classes due to insufficient enrollment and will make the necessary notifications as set forth in this MOU.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
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Web Pages- WATC will provide an on-line link webpage with PSOT specific information and enrollment link @ www.watc.edu.

WPD will provide an on-line link to the WATC webpage at www.wichita.gov.

Inclement Weather Policy – Wichita Area Technical College provides participants the following three ways to check on class cancellations due to weather:

- **Local Radio and Television Stations**
  Listen specifically for announcements regarding Wichita Area Technical College classes. Note: Wichita Public Schools USD 259 school cancellations DO NOT include WATC.

- **Weather Line**
  Call 316-677-9596 for a recorded message providing current information about class cancellations due to weather – the number is a single line and may be busy.

- **WATC Web Site, Twitter and Facebook**
  Go to www.watc.edcu and look for information on the home page under News and Events, which will provide current information regarding class/activity cancellations. Participants may also check for information at twitter.com/watcwichita or www.facebook.com/watcwichita.

- WPD Face Book WPD Twitter WPD You Tube

Please Note – Announcements concerning class cancellations due to weather conditions will be specific as to day and/or evening classes. Cancellation of day classes does not necessarily result in the cancellation of evening classes/activities.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
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Revised 12/28/10

Recruit Training Lieutenant - The Recruit Training Lieutenant shall have a minimum of a Bachelor's degree with a background in a police related field of study, as well as a comprehensive background in law enforcement, including supervisory experience.

Instructors - WATC will employ qualified instructors, as recommended by WPD. Instructors will be hired under WATC policy and guidelines. Instructors are part time, adjunct position, and hours are as per schedule. WPD will determine monthly schedule for instructors. WATC will administer contracts for instructors pursuant to this schedule.

Revisions:
The terms of this MOU may be amended upon written approval by the original parties, or their designated representatives.

No Private Rights Created:
This is an internal agreement between Wichita Area Technical College and the Wichita Police Department and is not intended to confer any right or benefit to any private person or party.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

AUTHORIZED SIGNATURES:

This MOU is hereby accepted as setting forth the general intentions and understandings of the undersigned officials on behalf of their respective agencies.

CITY OF WICHITA
City Council

_____ _____
Mayor Carl Brewer Date

APPROVED AS TO FORM:

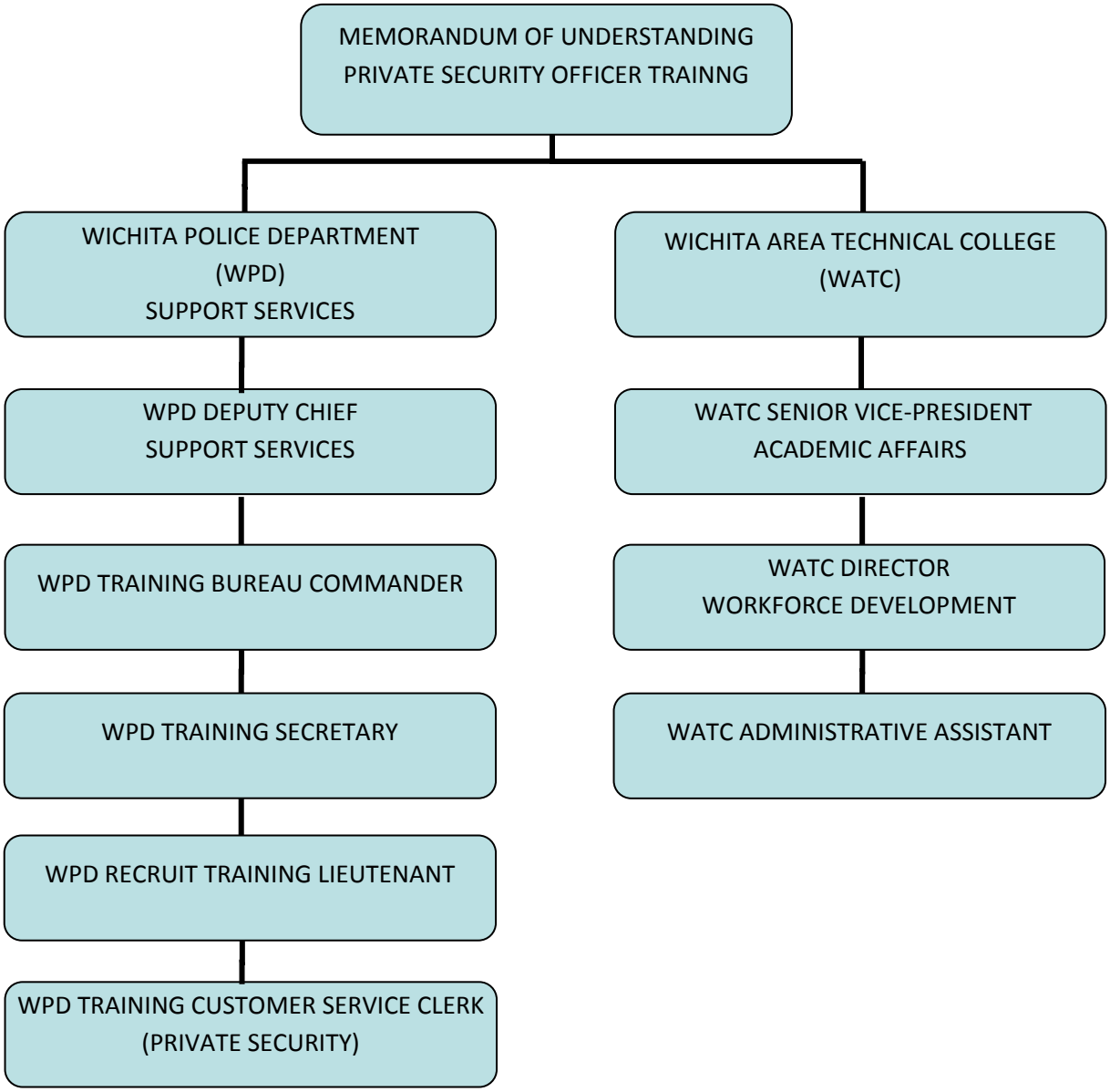
_____ _____
Gary E. Rebenstorf Date

WICHITA AREA TECHNICAL COLLEGE

_____ _____
Sheree Utash Date
Senior Vice President Academic Affairs

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

ORGANIZATIONAL CHART
Attachment A



Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment B

Course Syllabus for Basic Class

WICHITA AREA TECHNICAL COLLEGE

Syllabus

Instructor Information

Instructor Name:	Lt. Donnie Phelps—Lieutenant- Recruit Training WPD Denise Sherman--- Director-WATC	
Office Location:	4004 N. Webb Rd	
Office Days/Hours:	Monday-Thursday	Class schedule only
	5:00 am to 5:30 pm	By appointment if necessary
Office Contact:	Phone: 316 677-1404	Fax: 316 677-1490
	E-mail: dsherman@watc.edu	
Other Contact:	Phone:	Fax:
	E-mail:	
Prerequisites	Recommended ----temporary security permit issued from Wichita Police Department	

Course Data

Course Number:	PST010
Course Name:	PSOT Basic
Clock Hours:	32 hours
Lecture:	Classroom

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Course Syllabus for Basic Class Continued:

Course Description
The Private Security Officer Training Basic 32 hour course is offered to private security officers in compliance with the Code of the City of Wichita, Kansas, and is designed to train participants in the duties and requirements of a security officer. All aspects of basic security responsibilities will be covered in this course.

Instructional Materials and Supplies
Basic PSOT manual – as approved by WATC and WPD.

Course Outcomes and Competencies – Upon completion of this course, participants will be able to:
Perform the duties and responsibilities of a private security officer, including vehicle patrol and carrying authorized equipment.

Instructor Comments Regarding Attendance (see additional information below under the Attendance heading)

Attendance for all 32 hours is mandatory to complete course and receive WATC certificate. Participants are expected to attend all scheduled classes and be punctual. Missed classroom time and make up is not automatically granted for the completion of class and **written approval** to make up by WPD Training Bureau Commander or Lieutenant- Recruit Training is required. WATC requires all **approved** make up time to be completed by the last day of class. Failure to complete 32 hours will result in failure of class and WATC certificate will not be granted as per WPD SOP and City ordinance setting forth requirements for a permanent private security permit.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
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Revised 12/28/10

Course Syllabus for Basic Class Continued:

Make-Up Course Work (including exams, projects, and papers)
All make up course work must be approved by WPD Training Bureau Commander or Lieutenant-Recruit Training, is required and completed by last scheduled day of class. Participants absent from class more than four (4) hours during the 32-hour course will be academically withdrawn with no refund according to the current Institutional Refund Policy found in WATC Catalog.

Refund Policy for Non-Credit Courses/Less than Two-Week Courses

- Prior to First Day: 100 percent refund of tuition and participant fees.
- After Course Begins: No refund.

Evaluation System
Participants will be evaluated on attendance, participation, class assignments, and written exams. All participants must score a 70% or better on the final exam to pass the course. Final written exam is administered on last day of class. No make-up exams allowed without written approval from WPD Training Bureau Commander or Lieutenant- Recruit Training.

Additional Course Information

- All enrollment fees must be paid prior to the first scheduled class period.
- Participants must be able to read and write English language.
- Participants will need pencil/pen and paper for notes
- Any time missed will not be excused and make-up time must be approved by WPD Training Bureau Commander or Lieutenant-Recruit Training. All approved make-up time and assignments must be completed by last day of scheduled class.
- Participants are required to complete 32 hours of coursework. Participants who have an unexcused absence in excess of four (4) hours will be dropped from the class.

Course Syllabus for Basic Class Continued:

- Cell phone, pagers, PDA's, computers, musical devices or any electronic device must be turned off during class unless prior approval is made by WATC Director- or WPD Training Bureau Commander or Lieutenant-Recruit Training.
- Participants will be required to take a comprehensive written test at the end of the 32-hour course and must score a 70% minimum to pass the course and receive WATC certificate of completion.
- Participants are **required** to practice professional hygiene at all times and will be dismissed from the program if non-compliant.

Course Outline
As approved by WATC and WPD.

Important Dates
See Academic Calendar posted on WATC website.

Academic Honesty
Participants who compromise the academic integrity of the classroom, laboratory, internship or clinical areas are subject to disciplinary action, which may result in suspension and/or expulsion from WATC. Violations of academic honesty include, but are not limited to, cheating, plagiarism, falsification, forgery or alteration of records.

Attendance
This course is designed to prepare participants to develop proper attitudes and habits. Therefore, participants are expected to attend all classes. Any make-up time and missed assignments must have written approval by WPD Training Bureau Commander or Lieutenant-Recruit Training. WATC requires all make-up time and assignments be completed by the last day of class.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
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Course Syllabus for Basic Class Continued:

Promptness
This course is training participants to be valuable employees; promptness to the class is of high importance. Any participant more that fifteen (15) minutes late to class will be considered absent for that entire class period.

Grading System
The Basic PSOT course is based upon industry criteria; WATC issues a pass/fail grade to communicate the participant's level of achievement or competency. Letter grades noted on attendance, participation, classroom assignments and final written exam are at the discretion of WPD. All final written exams are kept on file at WPD for a total of one year.

Letter Grade	Credit Hours	Grade Description
P	N/C	Pass-Satisfactory achievement or credit by examination (Certificate of Completion awarded)
F	N/C	Fail—Unsatisfactory achievement (No Certificate of Completion awarded)
W	N/C	Withdrawn

Incomplete Courses
If the participant fails to complete PSOT class with the 32-hour course offering, certificate of completion will not be awarded. Participants will not be allowed to transfer partial class hours to another PSOT session and will have to re-take entire 32-hour course.

Course Syllabus for Basic Class Continued:

Code of Conduct
WATC strives to make its campuses as representative as possible of business and industry. Thus, all individuals are asked to conduct themselves in a businesslike manner, to avoid disruptive or threatening behavior and to dress appropriately. All individuals are held responsible for their personal actions. These expectations are explained in policies LS 13.0 Student Bill of Rights and LS 14.0 Student Code of Conduct.

Nondiscrimination Statement
WATC does not discriminate with regard to race, religion, color, sex, disability, national origin or ancestry, age or gender in its admissions, progress or activities. Persons having inquiries may contact human resources, 4004 N. Webb Rd, Wichita, KS 67226, 316.677.1315.

Compliance Statement
WATC complies with all applicable federal, state and local laws and regulations, including but not limited to: the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Drug Free Schools and Campuses Act, the Campus Security Act (Jeanne Cleary Act), as amended, the Family Educational Rights and Privacy Act of 1974, as amended, and the Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance rules. Persons having inquiries may contact the chief operating officer, 4004 N. Webb Rd, Wichita, KS67226, 316.677.9400.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment C

Course Syllabus for Advanced Class

WICHITA AREA TECHNICAL COLLEGE

Syllabus

Instructor Information

Instructor Name:	Lt. Donnie Phelps—Lieutenant- Recruit Training WPD Denise Sherman--- Director-WATC	
Office Location:	4004 N. Webb Rd	
Office Days/Hours:	Monday-Thursday	Class schedule only
	5:00 am to 5:30 pm	
Office Contact:	Phone: 316 677-1404	Fax: 316 677-1490
	E-mail: dsherman@watc.edu	
Other Contact:	Phone:	Fax:
	E-mail:	
Prerequisites	Recommended ----temporary security permit issued from Wichita Police Department	

Course Data

Course Number:	PST015
Course Name:	PSOT Advance
Clock Hours:	32 hours
Lecture:	Classroom

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Course Syllabus for Advanced Class Continued:

Course Description
The Private Security Officer Training (PSOT) Advanced 32 hour course is offered to private security officers in compliance with the Code of the City of Wichita, Kansas, and is designed to train participants in the duties and requirements of a security officer. All aspects of advanced security responsibilities will be covered in this course.

Instructional Materials and Supplies
Advanced PSOT manual – as approved by WATC and WPD.

Course Outcomes and Competencies – Upon completion of this course, participants will be able to:
Perform the duties and responsibilities of a private security officer, including vehicle patrol and carrying authorized equipment.

Instructor Comments Regarding Attendance (see additional information below under the Attendance heading)
Attendance for all 32 hours is mandatory to complete course and receive WATC certificate. Participants are expected to attend all scheduled classes and be punctual. Missed classroom time and make up is not automatically granted for the completion of class and **written approval** to make up by WPD Training Bureau Commander or Lieutenant- Recruit Training is required. WATC requires all **approved** make up time to be completed by the last day of class. Failure to complete 32 hours will result in failure of class and WATC certificate will not be granted as per WPD SOP and City ordinance setting forth requirements for a permanent private security permit.

Course Syllabus for Advanced Class Continued:

Make-Up Course Work (including exams, projects, and papers)
All make up course work must be approved by WPD Training Bureau Commander or Lieutenant- Recruit Training is required and completed by last scheduled day of class. Participants absent from class more than four (4) hours during the 32-hour course will be academically withdrawn with no refund according to the current Institutional Refund Policy found in WATC Catalog.

Refund Policy for Non-Credit Courses/Less than Two-Week Courses

- Prior to First Day: 100 percent refund of tuition and Participant fees.
- After Course Begins: No refund.

Evaluation System

- Participants will be evaluated on attendance, participation, class assignments, and written exams. All participants must score a 70% or better on the final exam to pass the course. Final written exam is administered on last day of class. No make-up exams allowed without written approval from WPD Training Bureau Commander or Lieutenant-Recruit Training is required and under the WPD guidelines.

Additional Course Information

- All enrollment fees must be paid prior to the first scheduled class period.
- Participants must be able to read and write English language.
- Participants will need pencil/pen and paper for notes
- Any time missed will not be excused and make-up time must be approved by WPD Training Bureau Commander or Lieutenant- Recruit Training. All approved make-up time and assignments must be completed by last day of scheduled class.
- Participants are required to complete 32 hours of coursework. Participants who have an unexcused absence in excess of four (4) hours will be dropped from the class.

Course Syllabus for Advanced Class Continued:

- Cell phone, pagers, PDA's, computers, musical devices or any electronic device must be turned off during class unless prior approval is made by WATC Director- or WPD Training Bureau Commander or Lieutenant- Recruit Training.
- Participants will be required to take a comprehensive written test at the end of the 32-hour course and must score a 70% minimum to pass the course and receive WATC certificate of completion.
- Participants are required to practice professional hygiene at all times and will be dismissed from the program if non-compliant.

Course Outline
As approved by WATC and WPD.

Important Dates
See Academic Calendar posted on WATC website.

Academic Honesty
Participants who compromise the academic integrity of the classroom, laboratory, internship or clinical areas are subject to disciplinary action, which may result in suspension and/or expulsion from WATC. Violations of academic honesty include, but are not limited to, cheating, plagiarism, falsification, forgery or alteration of records.

Attendance
This course is designed to prepare participants to develop proper attitudes and habits. Therefore, participants are expected to attend all classes. Any make-up time and missed assignments must have written approval by WPD Training Bureau Commander or Lieutenant-Recruit Training. WATC requires all make-up time and assignments be completed by the last day of class.

Course Syllabus for Advanced Class Continued:

Promptness
This course is training participants to be valuable employees; promptness to the class is of high importance. Any Participant more that fifteen (15) minutes late to class will be considered absent for that entire class period.

Grading System
The Basic PSOT course is based upon industry criteria; WATC issues a pass/fail grade to communicate the participant's level of achievement or competency. Letter grades noted on attendance, participation, classroom assignments and final written exam are at the discretion of WPD. All final written exams are kept on file at WPD for a total of one year.

Letter Grade	Credit Hours	Grade Description
P	N/C	Pass-Satisfactory achievement or credit by examination (Certificate of Completion awarded)
F	N/C	Fail—Unsatisfactory achievement (No Certificate of Completion awarded)
W	N/C	Withdrawn

Incomplete Courses
If a participant fails to complete PSOT class with the 32-hour course offering, certificate of completion will not be awarded. Participants will not be allowed to transfer partial class hours to another PSOT session and will have to re-take entire 32-hour course.

Course Syllabus for Advanced Class Continued:

Code of Conduct

WATC strives to make its campuses as representative as possible of business and industry. Thus, all individuals are asked to conduct themselves in a businesslike manner, to avoid disruptive or threatening behavior and to dress appropriately. All individuals are held responsible for their personal actions. These expectations are explained in policies LS 13.0 Student Bill of Rights and LS 14.0 Student Code of Conduct.

Nondiscrimination Statement
WATC does not discriminate with regard to race, religion, color, sex, disability, national origin or ancestry, age or gender in its admissions, progress or activities. Persons having inquiries may contact human resources, 4004 N. Webb Rd, Wichita, KS 67226, 316.677.1315.

Compliance Statement
WATC complies with all applicable federal, state and local laws and regulations, including but not limited to: the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Drug Free Schools and Campuses Act, the Campus Security Act (Jeanne Cleary Act), as amended, the Family Educational Rights and Privacy Act of 1974, as amended, and the Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance rules. Persons having inquiries may contact the chief operating officer, 4004 N. Webb Rd, Wichita, KS67226, 316.677.9400.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment D

Contact Information

WATC – Director of Workforce Development – 677-1404

WATC – PSOT Administrative Assistant – 677-1404

WATC – Senior Vice President Academic Affairs – 677-9536

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment E

Human Resources Agreement

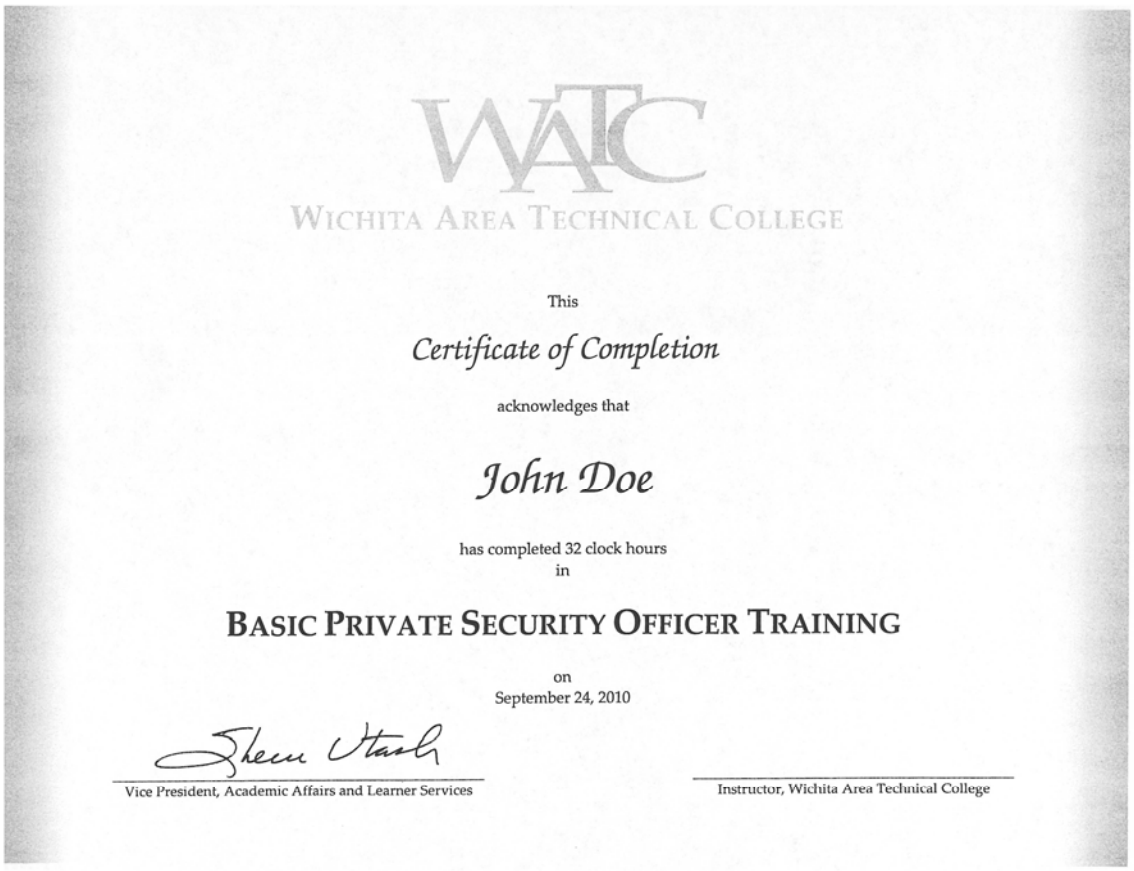
Recruit Training Lieutenant – The Recruit Training Lieutenant shall have a minimum of a Bachelor's degree with a background in a police related field of study, as well as a comprehensive background in law enforcement, including supervisory experience.

Instructors – In accordance with employment, policy and hiring practices, PSOT instructors will be hired at WATC as adjunct instructors and assigned teaching schedules for PSOT as per course schedule and WPD assignments. Instructors' employment at WATC will remain as long as the WATC agrees to employ only instructors that are identified, deemed qualified and meet the qualifications and employed through WPD. Instructors will be hired under WATC policy and guidelines. WPD will determine monthly schedule for instructors. WATC will administer contracts for instructors per schedule.

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment F

Certificate Example



WICHITA AREA TECHNICAL COLLEGE

This

Certificate of Completion

acknowledges that

John Doe

has completed 32 clock hours
in

BASIC PRIVATE SECURITY OFFICER TRAINING

on
September 24, 2010

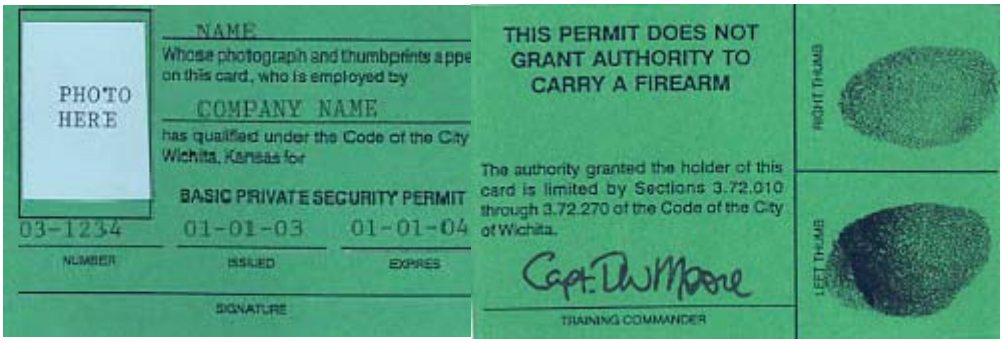
Vice President, Academic Affairs and Learner Services

Instructor, Wichita Area Technical College

Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment G

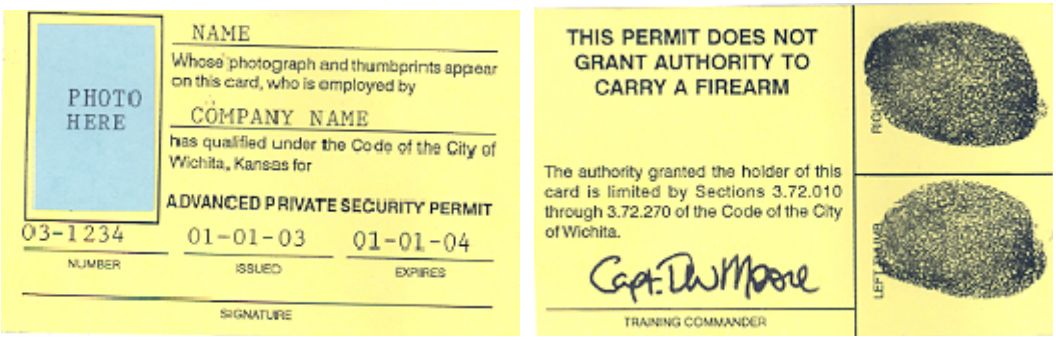
Basic Permit Example



Memorandum of Understanding
Between Wichita Area Technical College (WATC) and
Wichita Police Department (WPD)
Revised 12/28/10

Attachment H

Advanced Permit Example



City of Wichita
City Council Meeting
January 11, 2011

To: Mayor and City Council

Subject: Resolution Authorizing Section 5316 Access to Jobs Grant from Federal Transit Administration (All Districts)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Approve resolution authorizing filing of the grant application.

Background: The Federal Transit Administration (FTA) grant application process, administered by Coordinated District 12, requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for eligible federal funds for the support of the City's Access to Jobs transit services for July, 2011, through June, 2012. The authorized total federal apportionment for 2009 is $487,634. A public hearing will be held on January 14, 2011. Section 5316 funds are 50% federal funds and 50% local matching funds.

Analysis: The proposed resolution authorizes support to apply for the JARC grant. Under this grant, we are proposing to keep the expanded services on West Maple, East 17th, South Main, and East Harry. Under the last JARC grant, we were able to provide additional services on these routes between 9:00 AM and 3:00 PM. These routes now run every 30 minutes, six days a week. This grant will allow us to continue 30-minute service during the times listed above.

Financial Consideration: The total grant budget is $487,634; federal share is $243,817. The 50% local match is from 2011 KDOT funds. No City funds will be used for this grant.

Goal Impact: To Ensure an Efficient Infrastructure by maintaining and optimizing public facilities and assets.

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

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

Attachments: Resolution

RESOLUTION NO. 11-013

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE COORDINATED TRANSIT DISTRICT 12 FOR A GRANT WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA FOR A GRANT UNDER SECTION 5316 OF THE SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY FOR USERS (SAFETEA-LU) TO SUPPORT LOCAL 2011-2012 JOB ACCESS AND REVERSE COMMUTE PROGRAM

WHEREAS, the Coordinated Transit District 12 is authorized to make Job Access and Reverse Commute grants for the Dept. of Transportation for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project cost in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the applicant desires financial assistance for the following projects: provide transportation services in urban, suburban and rural areas to assist welfare recipients and low income individuals access to employment opportunities; thereby creating a better cooperative effort among the transportation providers, human services agencies, employers and affected communities and individuals.

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

SECTION 1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Coordinated District 12 on behalf of the United States Department of Transportation, to aid in the financing of the local 2011 Job Access and Reverse Commute Program (it is anticipated that these funds will support the program through 2012 at the current usage level) including: to implement new transportation services, or extend existing services, to fill the gaps that exist in many areas between where welfare recipients and low income persons live and employment opportunities; and, to transport the general public from urban, suburban, and rural areas to suburban employment opportunities.

SECTION 2. The City Manager is authorized to execute and file with such application an assurance or any other document required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil rights Act of 1964; and Americans with Disabilities Act of 1991, 49 C.F.R. Parts 27, 38 and 39.

SECTION 3. The City Manager is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of project and budget.

SECTION 4. The City Manager is authorized to set forth and execute affirmative disadvantaged business policies in connection with the program of projects and budget procurement needs.

SECTION 5. The City Manager is authorized to execute grant agreements, file grant revisions and amendments necessary to administer the Program of Project on behalf of the City of Wichita with the United States Department of Transportation for aid in the financing of this Section 5316 Project.

SECTION 6. This Resolution shall take effect and be in force from and after its adoption.

ADOPTED, at Wichita, Kansas this 11th day of January 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law