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C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:30 a.m. February 23, 2016

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of regular meeting on February 16, 2016

II. CONSENT AGENDA ITEMS 1 THROUGH 21

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenditures for Mayor Jeff Longwell, Vice Mayor James Clendenin, Council Member Bryan Frye, Council Member Janet Miller, and Council Member Lavonta Williams to attend the National League of Cities Congressional City Conference in Washington, DC, March 5 - 9, 2016.

   RECOMMENDED ACTION: Approve the travel expenditures.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

WORKSHOP TO FOLLOW

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 22, 2016.

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

2. Applications for Licenses:

Renewal	2016	Address
Robert Floyd	Kellogg Gift Shop Inc. dba Patricia's	6143 West Kellogg
Robert Floyd	Armour Gift Shop Inc. dba Patricia's	2606 South Rock Road SU100
Robert Floyd	Rock Road Gift Shop Inc. dba Patricia's	3536 North Rock Road SU200 &SU300

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

New	2016	(Consumption on Premises)
Benjamin Gelinas	El Matador Lounge*	2033 South Broadway
Erica Torres	El Rancho**	1601 East Pawnee

Renew	2016	(Consumption off Premises)
Huong Van Nguyen	Lucky Market***	7100 East Harry
Julia L Jackowski	Casey's General Store #3261***	3520 North Woodlawn
Kevin Schemm	Dillon Food Stores#12***	9450 East Harry
Kevin Schemm	Dillon Food Stores#16***	8828 West 13th
Kevin Schemm	Dillon Food Stores#33***	4747 South Broadway
Kevin Schemm	Dillon Food Stores#34***	3932 West 13th Street
Kevin Schemm	Dillon Food Stores#49***	10222 West 21st
Kevin Schemm	Dillon Food Stores#56***	3707 North Woodlawn
Kevin Schemm	Dillon Food Stores#65***	3211 South Seneca
Kevin Schemm	Dillon Food Stores#66***	2244 North Rock Road Ct
Kevin Schemm	Dillon Food Stores#72***	10515 West Central
Kevin Schemm	Dillon Food Stores#89***	1910 West 21st North
Kevin Schemm	Dillon Food Stores#91***	3020 East Douglas Avenue
Kevin Schemm	Dillon Food Stores#92***	640 North West
Kevin Schemm	Dillon Food Stores#249***	2212 North Maize Road
Kevin Schemm	Dillon Food Stores#81***	13415 West Maple
Kevin Schemm	Dillon Food Stores#20***	7707 East Central
Andrea Lazenby	Walmart #1099***	501 East Pawnee
Andrea Lazenby	Walmart #3492***	11411 East Kellogg Drive
Andrea Lazenby	Walmart #4321***	5475 North Meridian

   * Tavern (less than 50% of gross revenues from sale of food)
   **General/Restaurant (need 50% or more gross revenue from sale of food)
   ***Retailer (Grocery stores, convenience stores, etc.)

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

4. Consideration of Street Closures/Uses:
   a. Community Events - Southeast 5K. (District III)
   b. Community Events - Wichita Brewing Company Relay Marathon. (District V)

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

5. Agreements/Contracts:
   a. Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program-EPA Section 103 Grant.

   RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

6. Design Services Agreements:
   a. Supplemental Design Agreement No.1 for Improvements to 17th Street, between Hillside and Oliver. (District I)

   RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions:
   Bicycle and Pedestrian Advisory Board, January 11, 2016
   Board of Park Commissioners, January 11, 2016
   Wichita Public Library, January 19, 2016

   RECOMMENDED ACTION: Receive and file.

8. 2016 Dead End Elimination and Redundant Feed.

   RECOMMENDED ACTION: Approve the project and construction locations, adopt the resolution, and authorize the necessary signatures.

9. Approval of Offers for the 37th Street North from Oliver Avenue to Woodlawn Boulevard Improvement Project. (District I)

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

10. Child Care Licensing Grant Application.

    RECOMMENDED ACTION: Approve the grant application and grant award and authorize the necessary signatures.

11. Contract for Parking Management. (Districts I and VI)

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

12. General Obligation Note Sale.

RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the general obligation note sale; 2) authorizing preparation of the Preliminary Official Statement in connection with the note sale; 3) approving the distribution to prospective bidders of the Preliminary Official Statement; 4) authorizing publication and distribution of the Notice of Sale; 5) authorizing the City Manager to award the note sale subject to the parameters of the resolution; and 6) authorizing City staff, in consultation with Bond Counsel to take such further action as is reasonably required to implement the resolution.

13. HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Wichita Habitat for Humanity, Inc. (Districts I and IV)

RECOMMENDED ACTION: Approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

14. Proposed Assessment Rolls.

Proposed Assessment Rolls have been prepared for fifteen (15) water projects, eleven (11) sewer projects, six (6) storm water projects and fifteen (15) paving projects. It is necessary to set a public hearing date. Informal hearing with City personnel will be held March 14, 2016 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 26, 2016.

RECOMMENDED ACTION: Receive and file.

15. Surplus of City-owned Properties on East Kellogg Drive at both Holyoke and Rutan. (District I)

RECOMMENDED ACTION: Declare the properties as surplus and designate it as available for sale to the general public.

16. Weapons Disposition.

RECOMMENDED ACTION: Receive and file the list of weapons.

17. Second Reading Ordinances: (First Read February 16, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

18. *SUB2015-00048 - Plat of Regency Lakes Commercial 4th Addition Located on the Northwest Corner of East 21st Street North and North Greenwich Road. (District II)

    RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

19. *VAC2015-00058 - Request to Vacate a Platted Wall Easement on Property Generally Located a Half-Mile North of West 21st Street North on the East Side of North Ridge Road, North of Clear Meadow Circle, on the Northwest Side of West Clear Meadow Court. (District VI)

    RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

20. *VAC2015-00060 - Request to Vacate a Public Utility Easement Referenced in the Plattor's Text on Property Generally Located Northwest of North Oliver and East Douglas Avenues, Between East 1st and 2nd Streets, on the West Side of North Pershing Avenue. (District I)

    RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and the dedication of a utility easement by separate instrument (simple majority of four votes required) and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

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

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

21. *Section 8 Management Assessment Program (SEMAP) Certification.

    RECOMMENDED ACTION: Approve submission of the 2015 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

II. CONSENT AIRPORT AGENDA ITEMS

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

None

Agenda Item No. II-4a

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Southeast 5K (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoters Trevor Darmstetter of Wichita Running Company and Southeast High School, are coordinating the Southeast 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Southeast 5K March 5, 2016 9:00 am – 10:15 am

- South Pinecrest Street, East Lincoln Street to East Harry Street
- East Harry Street, South Pinecrest Street to South Bleckley Drive
- South Bleckley Drive, East Harry Street to East Bayley Street
- East Bayley Street, South Bleckley Drive to South Pinecrest Street
- East Lincoln Street, South Pinecrest Street to South Fabrique Drive
- South Fabrique Drive, East Lincoln Street to East Boston Street
- East Boston Street, South Fabrique to South Waverly Street
- South Waverly Street, East Boston Street to East Grand Street
- East Grand Street, South Waverly Street to South Christine Avenue
- South Christine Avenue, East Grand Street to East Boston Street
- East Boston Street, South Christine Avenue to South Edgemoor Street
- South Edgemoor Street, East Boston Street to East Lincoln Street

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

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

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-4b

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Brewing Company Relay Marathon (District V)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoters Trevor Darmstetter of Go Race Timing and Wichita Brewing Company, are coordinating the Get Your Rear in Gear Wichita with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Brewing Company Relay Marathon March 13, 2016 8:00 am – 2:00 pm

- West 13th Street North, North Tyler Road to North Ridge Road

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

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

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program-EPA Section 103 Grant (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: Since 1972, the City has received grant funding to operate the local air quality program. Grant funds are provided by the Environmental Protection Agency (EPA) and the Kansas Department of Health and Environment (KDHE). The program includes three grants, an EPA Section 105 Grant, a KDHE Air Quality Fee Fund Grant, and an EPA Section 103 Grant. All grant funds are provided to the City through a contract with KDHE. A contract which included the EPA Section 105 Grant and the KDHE Air Quality Fee Fund Grant was approved by the City Council on November 10, 2015 and covers a broad scope of air quality objectives. Air quality program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, implementation of initiatives to reduce ozone, and educational activities. Under the terms of the KDHE contract, the City of Wichita provides regulatory services throughout Wichita and Sedgwick County.

The agreement recommended for approval today is for the EPA Section 103. The Section 103 Grant specifically funds objectives for outdoor air monitoring.

Analysis: The work plan under this EPA Section 103 agreement helps meet program objectives for ambient air monitoring across Sedgwick County. The agreement states that the City's environmental health division will operate the National Air Monitoring Stations, State/Local Air Monitoring Stations, and Special Purpose Monitors and make timely submittal of all samples and data in accordance with procedures (provided in the agreement). The one-year contract period for the EPA Section 103 Grant will begin on April 1, 2016.

Financial Considerations: The total grant budget associated with this contract is $36,380. No local match is required.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

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

Attachment: KDHE contract.

GRANT CONTRACT

Between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

And

CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement a portion of the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FFY2017 EPA 103 (Attachment A), and defines the funding arrangements for such services which are to be provided. The contract period is from April 1, 2016 to March 31, 2017.

Summary of Grant Expenditures by Fund

Federal 103 Grant[1] up to:	$36,380.00
Total Grant not to exceed:	$36,380.00
Total KDHE Reimbursement not to exceed:	$36,380.00

Summary of Grant Expenditures by Activity

Ambient Air Monitoring	**$29,213.00**
Indirects	**$7,167.00**
Total Grant not to exceed	**$36,380.00**

[1] From State of Kansas Allocation

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FFY2017 EPA 103 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To only use the Federal 103 money for air quality related activities associated with the Kansas Air Quality Act and FFY2017 EPA 103 Work Plan which may be amended under the provisions of Section IV.2.
3. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FFY2017 EPA 103 Work Plan, as related to the Federal 103 Air Pollution Control performance goals. WDEH shall submit to the KDHE quarterly progress reports as specified in the FFY2017 EPA 103 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
4. To obtain written approval in advance for the purchase of any item of equipment costing $5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the $5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. To comply with the provisions of the Kansas Open Records Act (KORA) in performing Workplan activities contained in this contract per K.S.A. 42-216(a).
7. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.
8. The federal laws and requirements applicable to the State of Kansas pursuant to the underlying grant from EPA are listed in Attachment B and are incorporated into the contract. By virtue of application for and receipt of grant funds, certain of these requirements apply to any sub-grantee and are enforceable against such sub-grantee. Failure to comply may result in the initiation of administrative, civil, or criminal action against the sub-grantee including but not limited to suspension or termination of the sub grant and loss of grant funds or a requirement to reimburse those funds. All sub-grantees are responsible for knowledge of these requirements as set forth in the underlying grant from EPA to the State.

Section III – KDHE Agrees:

1. To make payments, not to exceed $36,380.00 from the Federal 103 fund to WDEH for conducting the KDHE Air Quality Program as authorized in the FFY2017 EPA 103 Work Plan (See Attachment A).
2. BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect the WDEH Air Quality Program.
3. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the "Kansas Prompt Payment Act" (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of EPA 103 funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.
3. That the provisions found in Contractual Provisions Attachment C (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Public Works & Utilities Department, Division of Environmental Health – Shawn Maloney, 316-268-8351, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

Jeff Longwell, Mayor The City of Wichita, KS By order of the City Council	Susan Mosier, M.D. Secretary Kansas Department of Health and Environment
Date: _____	Date: _____

Attest:

Karen Sublett — Date
City Clerk

Approved as to form:

1-29-16

Jennifer Magana — Date
Director of Law

ATTACHMENT A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FFY2017 EPA 103
Contract Period April 1, 2016 – March 31, 2017

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Laura Quick and Shawn Maloney	316-268-8330 316-268-8351
Monitoring				
Administrative Issues	Kathleen Waters	785-296-1575	Laura Quick	316-268-8330
Network design/configuration	Doug Watson	785-296-0910	Laura Quick	316-268-8330
General Operation and Maintenance	Gary Ficklin	785-296-1554	Laura Quick	316-268-8330
Sample or data submission	Mike Martin	785-296-1571	Laura Quick	316-268-8330
Data Issues	Doug Watson	785-296-0910	Laura Quick	316-268-8330

II. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
   - 40 CFR Part 58,
   - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
   - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
   - Instrument Operator's Manuals.
2. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations.

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.

C. $PM_{2.5}$ FRMs

1. WDEH will retrieve/change, prepare, and ship $PM_{2.5}$ filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
2. WDEH will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.

D. $PM_{2.5}$ Speciation

1. WDEH will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
2. WDEH will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.

E. Review and Submission of Data

1. WDEH will transmit $PM_{2.5}$ sampler data to BOA prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
2. WDEH will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM_{10} and Sequential $PM_{2.5}$).

F. Other Monitoring Projects Sumner County (Peck Community Center) $PM_{2.5}$

1. WDEH will operate and maintain the existing $PM_{2.5}$ sampler at the Peck Community Center in Sumner County in the manner described above.

G. Reporting and Funding

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.

2. Schedule

Monitoring	Number
$PM_{2.5}$ – Regular	3
$PM_{2.5}$ – Colo	1
Speciation 1/6	1
Peck $PM_{2.5}$ Regular	1
Total	**6**

3. Quarterly Reporting Requirements

1st Quarter (4/01/16 – 6/30/16)	**2nd Quarter (7/1/16 – 9/30/16)**	**3rd Quarter (10/1/16 – 12/31/16)**	**4th Quarter (1/1/17 - 3/31/17)**

III. Indirect Costs

A. WDEH & BOA agree to an indirect costs associated with this contract of 19.70 percent of the total account reimbursed by BOA.

B. Quarterly Reporting Requirements

1st Quarter (4/01/16 – 6/30/16)	**2nd Quarter (7/1/16 – 9/30/16)**	**3rd Quarter (10/1/16 – 12/31/16)**	**4th Quarter (1/1/17 - 3/31/17)**

ATTACHMENT C: CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 97734801 **MODIFICATION NUMBER:** 5 **PROGRAM CODE:** XA	**DATE OF AWARD** 05/27/2014
TYPE OF ACTION Augmentation: Increase	**MAILING DATE** 06/03/2014
PAYMENT METHOD: ASAP	**ACH#** 70719

RECIPIENT TYPE:
State

Send Payment Request to:
U.S. Environmental Protection Agency - Las Vegas Finance Center
4220 S. Maryland Pkwy., Building C, Room 503
Las Vegas, NV 89119
Phone Contact: 702-798-2426 FAX: 702-798-2423
email: LVFC-grants@epa.gov

RECIPIENT:
Kansas Department of Health and Environment
1000 S.W. Jackson, Suite 410
Topeka, KS 66612-1367
EIN: 48-6029925

PAYEE:
Kansas Department of Health and Environment
1000 S.W. Jackson, Suite 410
Topeka, KS 66612-1367

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Tom Gross 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 **E-Mail:** tomgross@kdheks.gov **Phone:** 785-296-1692	Lachala Kemp 11201 Renner Boulevard, AWMD/APDB Lenexa, KS 66219 **E-Mail:** Kemp.Lachala@epamail.epa.gov **Phone:** 913-551-7214	Christine Schmaltz Grants Management Office, PLMG/RFMB/GRMS **E-Mail:** Schmaltz.Christine@epamail.epa.gov **Phone:** 913-551-7116

PROJECT TITLE AND EXPLANATION OF CHANGES

Kansas PM 2.5 Monitoring Program 2012-2014

This is the final increment of federal funds. Administrative Condition number 16 has been revised and Programmatic Condition number 5 has been added. This three year budget and project period includes a total of $501,944 EPA In Kind.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
04/01/2012 - 03/31/2015	04/01/2012 - 03/31/2015	$1,421,777.00	$1,421,777.00

NOTICE OF AWARD

Based on your Application dated 04/09/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $293,137. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $1,421,777. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219	U.S. EPA, Region 7 Air and Waste Management Division 11201 Renner Boulevard Lenexa, KS 66219

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Robert Bukaty - Acting Grants Management Officer	**DATE** 05/27/2014

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 626,696	$ 293,137	$ 919,833
EPA In-Kind Amount	$ 334,684	$ 167,260	$ 501,944
Unexpended Prior Year Balance	$ 0	$	$ 0
Other Federal Funds	$ 0	$	$ 0
Recipient Contribution	$ 0	$	$ 0
State Contribution	$ 0	$	$ 0
Local Contribution	$ 0	$	$ 0
Other Contribution	$ 0	$	$ 0
Allowable Project Cost	$ 961,380	$ 460,397	$ 1,421,777

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 103	40 CFR PART 31

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1407L44019	14	E1	07L2	102A04XPM	4183	-	-	293,137
									293,137

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$217,902
2. Fringe Benefits	$93,387
3. Travel	$22,232
4. Equipment	$28,000
5. Supplies	$39,000
6. Contractual	$384,870
7. Construction	$0
8. Other	$534,944
9. Total Direct Charges	$1,320,335
10. Indirect Costs: % Base See NICA	$101,442
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$1,421,777
12. Total Approved Assistance Amount	$1,421,777
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$460,397
15. Total EPA Amount Awarded To Date	$1,421,777

Administrative Conditions

Administrative Condition number 16 revised a as follows:

16. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal
The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The **Kansas Department of Health and Environment (KDHE):** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Kansas	MBE	WBE
Supplies	0.8%	4.1%
Equipment	1.2%	3.9%
Services	5.6%	35%
Construction	4.1%	6.9%

Negotiating Fair Share Objectives/Goals
In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

(a) Funds are budgeted in the contractual, equipment or construction lines of the award;
(b) $3,000 or more is included for supplies; or
(c) Funds are budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and/or (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to **R7Grants@epa.gov**. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at
http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

Programmatic Condition number 5 added:

5. **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of

Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No.1 for Improvements to 17th Street, between Hillside and Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 1.

Background: On April 28, 2015, the City Council approved an agreement with MKEC Consultants (MKEC) to design improvements to 17th Street, between Hillside and Oliver. On February 2, 2016, the City Council approved the design concept. Construction is planned to begin in spring 2017 and be completed in summer 2017.

Analysis: The original agreement was for a design concept only. A supplemental design agreement has been prepared to provide the final design.

Financial Considerations: The original design services agreement was $20,000. The cost of the additional services is $104,400, which includes $87,900 for paving and drainage improvements and $16,500 for waterline improvements. This brings the total design fee to $124,400.

Funding for the paving and drainage portion is available within the existing budget, approved by the City Council on February 2, 2016, and is funded by general obligation bonds. Funding for the waterline improvements is available from the 17th Street and Oliver Waterline Installation and Replacement budget approved by the City Council on June 9, 2015, and will be funded by future revenue bond sales or Water Utility cash reserves.

Legal Considerations: Supplemental Design Agreement No.1 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2015

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 28, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **17th STREET PAVING REHABILITATION** (Project No.472-85215_707088).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Prepare final design for 17th Street between Hillside and Oliver (see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Paving & storm sewer improvements (707088):		$87,900.00
Waterline improvements (636350):		$16,500.00
	TOTAL:	**$104,400.00**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Field check plans of the project for distribution to utilities by **May 1, 2016**.
(b) Office check plans by **June 1, 2016**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **August 1, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

MKEC ENGINEERING, INC.

_____
(Name and Title)
Jay Angiemyer, P.E., Principal

MKEC ENGINEERING SUCCESS

January 12, 2016

Mr. Shawn Mellies
Chief Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Design Phase Scope and Fee Proposal
17th Street Rehabilitation between Hillside and Oliver 472-85215

Dear Mr. Mellies:

MKEC is pleased to present this proposal for design phase services associated with the rehabilitation of 17th Street North between Hillside and Oliver. The project will generally consist of repairing the existing concrete pavement and curb where necessary. Repairs may extend to sidewalk ramps and driveway approaches where such items are integral with the roadway concrete pavement. Other improvements include the replacement of approximately 1,000 linear feet of 8" water line and the replacement and up-sizing of approximately 500 feet of storm sewer to allow drainage from the 17th and Oliver intersection to an existing culvert under the Red Bud Trail.

This proposal acknowledges that our design will be in compliance with the City of Wichita design standards and construction specifications and other stipulated design requirements such as the AASHTO Green Book, Roadside Design Guide, the MUTCD, and the Wichita/Sedgwick County Storm Water Manual. MKEC understands the requirements of this project based on our understanding of the typical scope of services required by the City and on the information presented in this Request for Proposal and subsequent information provided by City of Wichita staff. MKEC's proposed scope of services for the design phase is outlined below.

Design Phase Scope of Services:

1. Meet and coordinate design with project stakeholders such as Wichita State University and their designers, and Professional Engineering Consultants.
2. Maintain coordination with private utility companies and the City of Wichita throughout the design phase to determine and resolve conflicts between the proposed improvements and existing utilities.
3. Perform a field inspection of the existing pavement within the project boundary and categorize the type and severity of all pavement distresses found.
4. Design pavement repairs and rehab strategies and prepare construction plans, details and quantity schedules for this work.
5. Prioritize pavement repairs and determine construction costs for each type of rehab for comparison with the overall project budget.
6. Review pavement repair strategies and costs with the Engineering and Maintenance Divisions of the City of Wichita.
7. Design edge grind and pavement asphalt overlay and prepare construction plans and details for this work.
8. Design pavement marking plans and details for a three lane roadway with two buffered bike lanes throughout the project corridor.
9. Design replacements for sidewalk ramps, driveway approaches and bus stop infrastructure as required to accommodate the pavement rehabilitation construction. The extent of this work will be discussed with the City at the onset of the design phase.

10. Design and prepare construction drawings for approximately 1000 feet of 8" water line from the west edge of the project to Yale Street.
11. Perform hydrology and hydraulics to determine receiving storm water runoff flows and proposed storm sewer pipe sizes. The upstream pipe at the east end of the project will not be sized but will be of a size matching Professional Engineering Consultant's pipe size.
12. Design and prepare construction drawings for approximately 500 feet of storm sewer replacement and upsizing from the Red Bud Trail to the east end of the project near 17th and Oliver. The design will include any necessary outfall and revetment design at the downstream end of the storm sewer.
13. Prepare and submit applications for various environmental permits necessary for construction. Throughout the project, MKEC will coordinate with applicable agencies, informing them of the desired proposed improvements being designed and will continue coordination efforts as necessary to secure permits prior to construction. A KDHE storm water permit may be required. No other environmental permits are anticipated.
14. Prepare erosion control plans and details regardless of need to submit a KDHE permit application.
15. Prepare traffic control plans to accommodate at least one lane of traffic in each direction through the project during all construction phases.
16. Prepare and submit milestone progress submittals at field check, office check and final plan stages. Plans will be prepared in a format acceptable to the City. Construction cost estimates will be prepared and submitted at each stage and special provisions will be submitted at office check and final check plan stages.
17. Attend and participate in a pre-bid meeting and a pre-construction meeting at the conclusion of the design and plan production stages.
18. Review shop drawings as required upon contractor submittal.

MKEC proposes a lump sum fee of $104,400.00 to perform the design phase services outlined above and as required in the Scope of Services of the original design agreement for this project. The proposed fee is itemized as follows:

Paving and storm sewer improvements	$ 87,900.00
Water line Improvements	$ 16,500.00
TOTAL:	$104,400.00

Thank you for this opportunity to serve the City of Wichita. Please contact me if you wish to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.

Jay Anglemyer, P.E.

J:\Projects\2015\1501040177_COW_17th Street Rehab\14 Project Controls\01 Eng Scope_Fee Estimates\Eng Fee Estimate\17th Rehab Design Scope and Fee Proposal Letter (REVISED).doc

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: 2016 Dead End Elimination and Redundant Feed (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project and construction locations, adopt the resolution, and approve the budget.

Background: The Adopted 2015-2024 Capital Improvement Program (CIP) includes funding for projects to construct loops in existing systems with dead end water mains, to deliver better water pressure and more reliable service to customers.

Analysis: The Dead End Elimination and Redundant Feed project will fund the construction of a portion of waterline in 29th Street North, east of Greenwich, and the design and construction of a waterline in 119th Street, north of 29th Street. Any remaining funding will be allocated towards smaller dead end main projects associated with a petition or existing areas with fire flow concerns or stagnant water issues.

Financial Considerations: The Adopted 2015-2024 CIP includes $640,000 in 2016 for Dead End Elimination and Redundant Feed. The projects will be funded from future revenue bonds or Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolution and notice of intent have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project and construction locations, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution, notice of intent, budget sheet, and maps.

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2016 CIP #: 15 (Pg 106)

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Dead End Elimination and Redundant Feed

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Dead End Elimination and Redundant Feed

OCA # : OCA TITLE: Dead End Elimination and Redundant Feed

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$640,000.00	2999 Contractuals	$640,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$640,000.00	**EXPENSE TOTAL:**	$640,000.00

NOTES:

Print Form

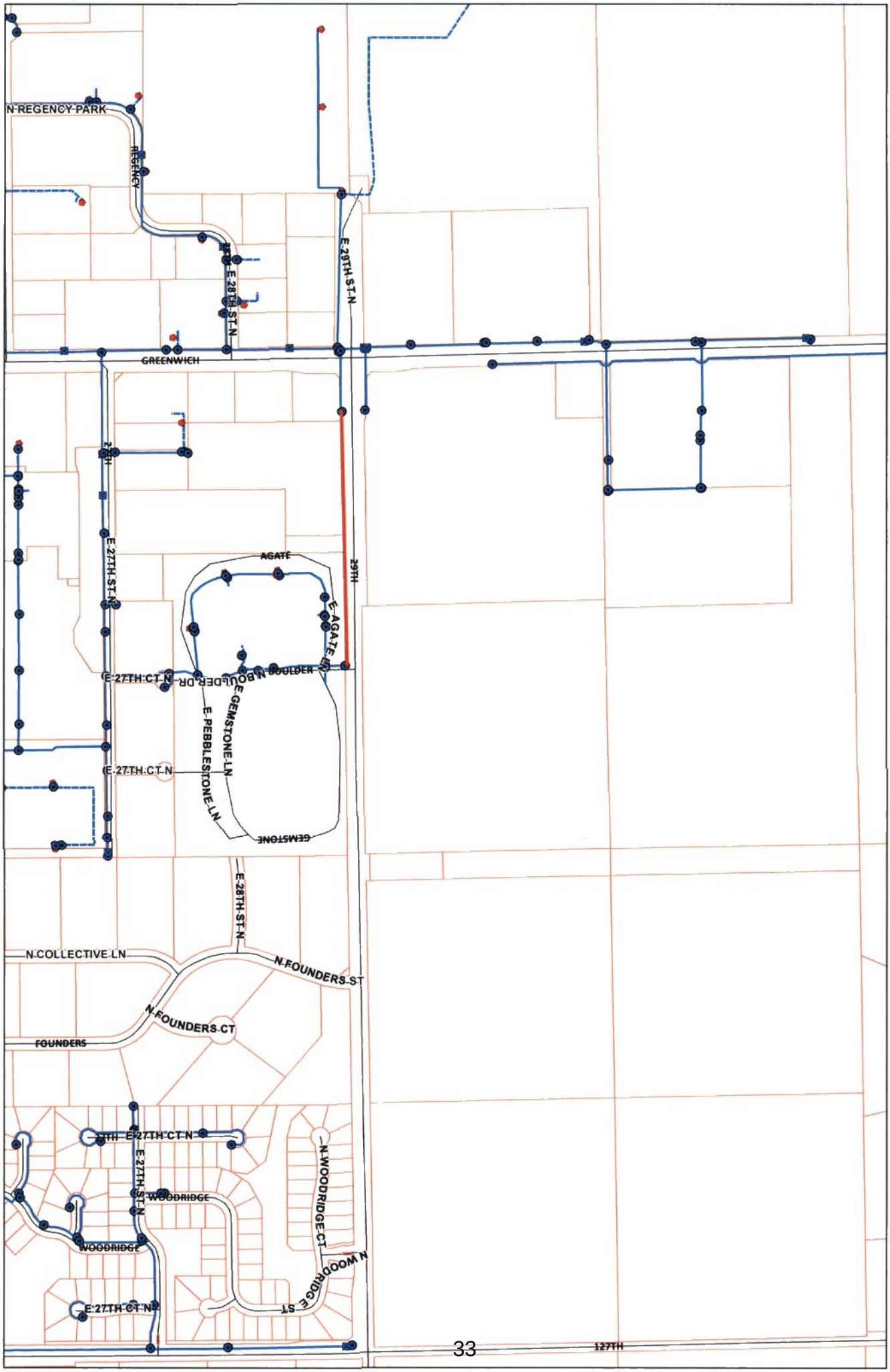
SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 01/29/16

DEPARTMENT HEAD: Alvin DATE: 2/10/16

BUDGET OFFICER: Troy Justice DATE: 1/28/16

CITY MANAGER: DATE: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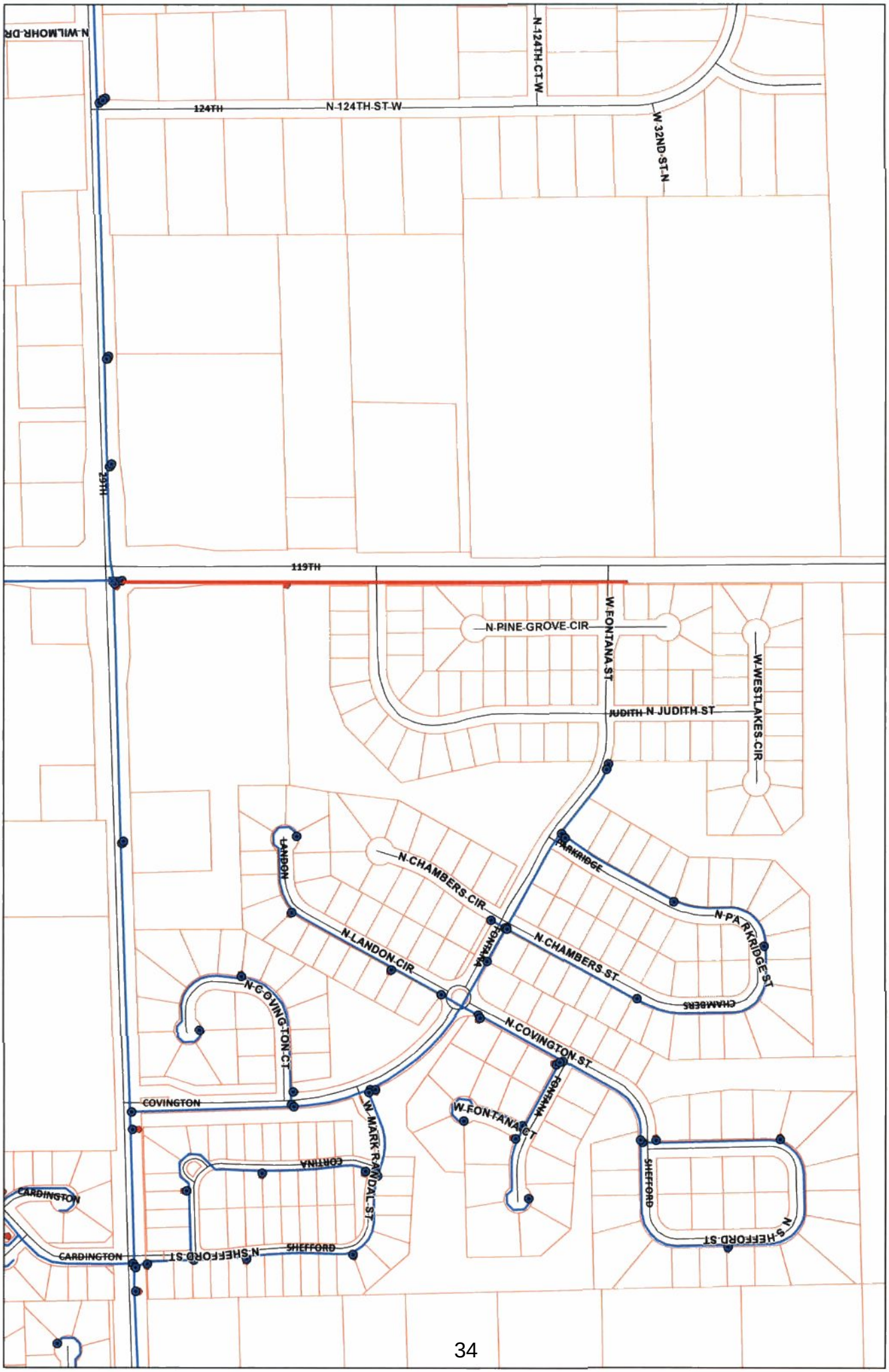
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Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2016 CIP #: 15 (Pg 106)

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Dead End Elimination and Redundant Feed

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Dead End Elimination and Redundant Feed

OCA # : OCA TITLE: Dead End Elimination and Redundant Feed

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$640,000.00	2999 Contractuals	$640,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$640,000.00	**EXPENSE TOTAL:**	$640,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 01/29/16

DEPARTMENT HEAD: DATE: 2/10/16

BUDGET OFFICER: DATE: 1/28/16

CITY MANAGER: DATE:

RESOLUTION NO. __-___

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Dead End Elimination and Redundant Feed

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $640,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $691,200 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. __-____, duly adopted _____, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Dead End Elimination and Redundant Feed

(the "Project") at an estimated cost, including related design and engineering expenses of $640,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $691,200 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-039

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Dead End Elimination and Redundant Feed

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $640,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $691,200 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on February 23, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

132019(Published in ***The Wichita Eagle***, on February 26, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-039, duly adopted February 23, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Dead End Elimination and Redundant Feed

(the "Project") at an estimated cost, including related design and engineering expenses of $640,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $691,200 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 23, 2016

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Approval of Offers for the 37th Street North from Oliver Avenue to Woodlawn Boulevard Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On May 19, 2015, the City Council approved the design for the improvement of 37th Street North from Oliver Avenue to Woodlawn Boulevard. The proje9ct calls for the improvement of 37th Street from a two-lane to a three-lane roadway with curb, gutter and an underground storm sewer. On-street bicycle lanes and sidewalks on both sides of the street will be constructed. The project requires acquisition of easements from five parcels and the acquisition of 18 temporary construction easements. The properties consist of a mix of retail, commercial, residential and agricultural uses.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals $30,370. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $40,370 is requested. This includes $30,370 for the acquisitions, $5,000 for necessary relocations, and $5,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Tract list.

37th Street North - Oliver to Woodlawn
OCA 707064
engineer: Mellies

Tract	Property Address	Tract Owner	Zoning	Use	Take Size/Type	Comments
1	SEC 37th & Oliver	Koch Real Estate	LC	Agriculture	29,378 sf TE	
2	5531 E. 37th North	Town&Country Christ. Church	SF	Church	2,388 sf TE	
3	5833 E. 37th North	Chishom Trail Church of Christ	SF	Vacant	7,246 sf TE	
4	" "	Chishom Trail Church of Christ	SF	Vacant	9,774 sf TE	
5	" "	Chishom Trail Church of Christ	SF	Church	9,086 sf TE	
6	3707 N. Woodlawn	Kroger Company	LC	Grocery	225 sf TE	
7	3807 N Harding	City of Bel Aire	C-1	Utility	1,000 sf DE	
8	NWC Harding & 37th	John & Viki Daniel	C-1	Vacant	1,800 sf DE	
9	5030 E. 37th North	Lamount Bowen	R-1	Residence	140 sf TE	Encroachment
10	5100 E. 37th North	Jason Crupper	R-1	Residence	125 sf TE	Trees in ROW
11	5118 E. 37th North	Gene and Joyce Wheaton	R-1	Residence	300 sf TE	Trees in ROW
12	5130 E. 37th North	Calvin and Christina Ricketts	R-1	Residence	130 sf TE	
13	5200 E. 37th North	Mark and Sharon Meisel	R-1	Residence	425 sf TE	Trees in ROW
14	5218 E. 37th North	Chris Douglas	R-1	Residence	275 sf TE	Trees in ROW
15	3800 N. Parkwood	Larry Washington	R-2	Residence	113 sf ROW , 637 sf TE	
16	5540 E. 37th North	Bruce Buell	R-2	Residence	13,391 sf TE	
17	5730 E. 37th North	Leroy and Beatrice McCray	R-1	Vacant	8,074 sf TE, 800 sf DE	Trees in ROW
18	" "	Leroy and Beatrice McCray	R-1	Residence	1,460 sf TE	
19	5910 E. 37th North	Tree Top Nursery	C-1	Nursery	225 sf TE	Encroachment, close drive
20	5920 E. 37th North	Tree Top Nursery	C-1	Nursery	980 sf TE	Encroachment, close drive
21	6210 E. 37th North	Scarlet Maples LLC	C-1	Nursery	770 sf TE, 880 sf DE	Encroachment
22	6218 E. 37th North	Rottinghaus Real Estate	C-1	Restaurant	360 sf TE	
23	None	Union Pacific Railroad	None	Rail Line	29,062 sf PE	

Agenda Item No. II-10

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Child Care Licensing Grant Application (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Child Care grant application and grant award for state fiscal year (SFY) 2017.

Background: The City of Wichita Environmental Health Division is authorized by Chapter 7.25 of the Municipal Code to conduct surveys of child care facilities and provide education for child care providers within the Wichita area. The Kansas Department of Health and Environment (KDHE) provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for SFY 2017 (July 1, 2016 through June 30, 2017).

Analysis: The City has conducted child care licensing and education services for over 40 years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Metro Area Building and Construction Department. Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

Financial Consideration: The grant request for SFY 2017 totals $377,336; equal to the grant awards for the last two years. The City's General Fund will provide support in the amount of $162,000 for the grant term. The General Fund contribution is offset by inspection fees in accordance with City Ordinance 7.25. Grant funding and local fees are projected to offset the estimated program cost of $539,336.

Legal Consideration: The grant application has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve the grant application and grant award and authorize the necessary signatures.

Attachment: General Fund Budget worksheet.

Detail Budget

Formulas are set to round numbers to the nearest dollar.

Salary	Name/Position	Annual Salary for Grant Period	% of Time Worked	Total	Grantees Share	Total Requested From Grant
Add Line	Debra Harries/CHN I surveyor	$51,395.00	100	$51,395.00		$51,395.00
Add Line	Dianna Smith/CHN I surveyor	$53,997.00	100	$53,997.00		$53,997.00
Add Line	Jodi Evans/ CDS surveyor	$48,919.00	100	$48,919.00		$48,919.00
Add Line	Adrienne Ladd/ CDS surveyor	$52,680.00	100	$52,680.00		$52,680.00
Add Line	Jennifer Manuel/ CDS surveyor	$51,395.00	100	$51,395.00		$51,395.00
Add Line	Judy Schremmer/ CHN I PT surveyor	$34,921.00	100	$34,921.00	$34,921.00	$.00
Add Line			100	$.00		$.00
Add Line	Nancy Jensen/ CHN III supervisor/surveyor	$70,354.09	100	$70,354.00	$70,354.00	$.00
			Salary Total	$363,661.00	$105,275.00	$258,386.00

Benefits		Total	Grantees Share	Total Requested From Grant
Add Line	FICA 7.65 %	$27,820.00	$8,053.00	$19,767.00
Add Line	Work Comp 2.85 %	$10,364.00	$3,000.00	$7,364.00
Add Line	Unemployment 0.33 %	$727.00	$210.00	$517.00
Add Line	Life Ins 0.4 %	$1,315.00	$281.00	$1,034.00
Add Line	Retirement/Pension 12.2 %	$40,106.00	$8,583.00	$31,523.00
Add Line	Longevity	$3,018.00	$1,680.00	$1,338.00
Add Line	Health Insurance (Carbajal, Ladd, Jensen, Harries)	$56,061.00	$5,171.00	$50,890.00
Add Line	Cell phone allowance (all surveyors)	$2,340.00	$540.00	$1,800.00
	Category Total	$141,751.00	$27,518.00	$114,233.00

Travel		Total	Grantees Share	Total Requested From Grant
Add Line				
	Category Total			

Supplies		Total	Grantees Share	Total Requested From Grant
Add Line	Office Supplies	$1,332.00	$332.00	$1,000.00
	Supplies Total	$1,332.00	$332.00	$1,000.00

Capital Equipment		Total	Grantee Share	Total Requested From Grant
Add Line		$.00		$.00

Add Line		$.00		$.00
Add Line		$.00		$.00
Add Line		$.00		$.00
Add Line		$.00		$.00
	Capital Equipment Total	$.00		$.00

Other (Itemize)		Total	Grantee Share	Total Requested from Grant
Add Line	Air Cards	$2,520.00	$2,520.00	$0.00
Add Line	Motor pool	10,320	10,320	$0.00
Add Line	Vehicle Liability	$2,390.00	$2,390.00	$0.00
Add Line	Fuel	$1,100.00	$0.00	$1,100.00
Add Line	Data Center- PC support	11,731	11,731	$0.00
Add Line	PBX line/instument/voice mail/long distance	$2,546.00	$1,584.00	$962.00
Add Line	Postage	$155.00	$0.00	$155.00
Add Line	Printing/photocopying	$1,000.00	$0.00	$1,000.00
Add Line	In town registration	$830.00	$330.00	$500.00
Add Line	Dues/ Certification (NARA, KPHA, KSNA, NAEYC)	$0.00		$0.00
	Other Items Total	32,592	28,875	$3,717.00
	GRAND TOTAL	$539,336.00	$162,000.0(	$377,336.00

KDHE use only: [ ]

Audited by: [ ]

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Contract for Parking Management (Districts I and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the contract.

Background: On August 10, 2010, the City of Wichita and The Car Park, Inc. (TCP) entered into a contract for management of the City Hall Parking complex, the State Office Building Parking Garage and various City-owned surface lots. The contract called for a one-year term and four one-year extensions. All available extension options have been exercised under the contract. Currently, the inventory managed under the contract includes eight surface lots and four garages totaling approximately 3,220 spaces. In addition, the management company is responsible for event parking involving approximately 13 lots with approximately 2,130 spaces.

Analysis: A Request for Proposals for parking management was prepared and sent to parking management companies nationwide. Six proposals were received. Pursuant to Administrative Regulation 1.2, a staff screening and selection committee reviewed the proposals and selected three firms for interview. The three firms were interviewed by the committee. After the interviews, the committee determined that TCP's proposal best met the City's needs for current parking management. TCP was also determined to be the best prepared to assist the City in the implementation of any future parking and mobility plans. Therefore, the committee recommended that a contract be negotiated with TCP.

Financial Considerations: The current monthly fee for garage and parking lot management is $28,985. Additionally, management fees for the current inventory of 13 lots contracted for event parking total $1,627 per event. The new monthly contract fee for garage and parking lot management is $25,485. In addition, a fee of $1,675 is added for event parking, per event. These amounts will be paid from parking revenues. In addition, TCP will receive 25% of any increase in parking revenue from the garages and parking lots over the previous 12 months.

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

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

Attachments: Contract for Operation and Management of City of Wichita Parking Garages and Lots.

CONTRACT
for
OPERATION & MANAGEMENT OF CITY OF WICHITA PARKING GARAGES AND LOTS

BLANKET PURCHASE ORDER NUMBER – BP640004

THIS CONTRACT entered into this 1st day of March, 2016, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **THE CAR PARK, INC.** (Vendor Code Number 825074-001), Post Office Box 2237, Boise, Idaho, 83701-2237, Telephone Number (208) 336-6597 hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **Operation & Management of City of Wichita Parking Garages and Lots for the City Manager's Office / Property Management Division** (Formal Proposal – FP540073) [Commodity Code Number 96259} and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540073, which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP540073, shall be considered a part of this contract and is incorporated by reference herein. Formal Proposal FP540073 requires that all garage floor surfaces by cleaned via high pressure hose/flush (Power Washing) not less than twice per year. **CONTRACTOR** proposes to acquire a Tennant Scrubber. The Tennant Scrubber can be used in place of Power Washing as approved by Public Works-Facilities Maintenance.

2. **Compensation – Surface Lots and Garages.** **CONTRACTOR** agrees to bill **CITY** on or before the 15th day of each month following the end of the first month, during the term of this contract, an operating allowance for the preceding month for the the **City Manager's Office / Property Management Division** as per the proposal, plans, specifications, addenda and Contractor's proposal of December 16, 2015 and as approved by the City Council on February 23, 2016.

	SUBTOTALS:	MONTHLY FEE
1. **City Administrative Center Garage**		$10,325.00
2. **121 South Emporia Garage**		$ 3,130.00
3. **Block One Parking Garage**		$ 3,445.00
4. **Parking at Market and William Garage**		$ 3,795.00
5. **Miscellaneous Surface Lots**		$ 4,790.00
Lot 1 – 181 Spaces	$ 760.00	
Lot 2 – 75 Spaces	$ 405.00	
Lot 3 – 64 Spaces	$ 505.00	
Lot 4 – 47 Spaces	$ 440.00	
Lot 5 – 24 Spaces	$ 505.00	
Lot 6 – 194 Spaces	$1,175.00	
Lot 7 – 242 Spaces	$ 555.00	
Lot 9 – 120 Spaces	$ 445.00	
TOTAL MONTHLY FEE		$25,485.00

City may request in writing to add or delete facilities by giving Contractor thirty (30) days written notice of its intent thereof.

Contractor will submit on the fifteenth (15th) day of each month following the end of the first month all monthly reports and invoices for the allowances to be paid by the City of Wichita to Contractor. The monthly reports should include but not be limited to the following information:

Contractor shall furnish a separate monthly revenue report statement for each parking facility.

Each report statement shall include daily revenue, total monthly revenue, and all project related expenses.

In addition to the fixed monthly fees above, CONTRACTOR shall receive additional compensation equal to twenty-five percent (25%) of any increase in annual gross revenues over the prior twelve (12) months prior to initiation of this contract. Gross revenues shall include all monthly parking, transient, validations, and meter box parking revenues collected by CONTRACTOR or CITY with the exception of revenues collected from the General Services Administration for employee parking fees and from City of Wichita employees for reserved parking in the City Hall parking complex. The calculation of revenue increase shall be cumulative for all managed lots and garages and shall be calculated annual within 30 days of the anniversary of this contract. The calculation shall be adjusted for the addition or deletion of assets. For purposes of this calculation, base year revenues from the Parking at Market and William garage will be calculated from March 1, 2016 to February 28, 2017 and any additional compensation form that garage will be calculated for the fiscal year starting March 1, 2017. The base year amount shall be calculated based on revenues collected from March 1, 2015 to February 29, 2016. The base year amount shall be calculated as soon as February 2106 results are known and shall be agreed to by CONTRACTOR and CITY.

3. **Compensation – Arena Event Parking. CONTRACTOR** agrees to bill **CITY** on or before the 15th day of each month following the end of the first month, during the term of this contract, an operating allowance per event per lot for the preceding month for the **Operation & Management of City of Wichita Parking Garages and Lots for the City Manager's Office / Property Management Division** as per the proposal, plans, specifications, addenda and Contractor's proposal of December 16, 2015 and as approved by the City Council on February 23, 2016.

Lot Number	Address	Spaces	Per Event Fee
1	319 S. Broadway	64	$75
2	324 S. Market	47	$75
3	121 E. William	650	$250
4	200 S. Broadway	256	$200
5	584 S. Emporia	196	$125
6	777 E. Waterman	470	$200
7	417 E. English	14	$75
8	300 S. Topeka	84	$75
9	400 S. Topeka	64	$75
10	649 E. Douglas	127	$200
11	333 S. Broadway	63	$75
12	214 S. Topeka	44	$75
12	333 S. Emporia	61	$175
		2,140	**$1,675**

The fee for Lot 6 – 777 East Waterman shall be reduced to $75.00 per event for hockey games.

City may request in writing to add or delete facilities by giving Contractor thirty (30) days written notice of its intent thereof.

Contractor will submit on the fifteenth (15th) day of each month following the end of the first month all monthly reports and invoices for the allowances to be paid by the City of Wichita to Contractor. The monthly reports should include but not be limited to the following information:

Contractor shall furnish a separate monthly revenue report statement for each parking facility.

Each report statement shall include daily revenue, total monthly revenue, and all project related expenses.

4. **Term.** The term of this contract shall be from **March 1, 2016 through February 28, 2017,** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR.**

5. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	$500,000 bodily injury (each accident) $500,000 bodily injury by disease (each employee)

4. Excess Liability for minimum limits of:

Limit of Liability	$5,000,000 per occurrence $5,000,000 general aggregate

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement.

6. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

7. **Compliance with Laws. CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

9. **Non-Discrimination. CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. **No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. **Representative's Authority to Contract.** By signing this contract, the representative of the **CONTRACTOR** represents the he or she is duly authorized by the **CONTRACTOR** to execute this contract, and that the **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

Jeff Longwell
Mayor

APPROVED AS TO FORM

Jennifer Magana
City Attorney & Director of Law

THE CAR PARK, INC.

(Signature)

Jeff Wolfe
(Print Name)

President
(Title-President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council Members

SUBJECT: General Obligation Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale one series of general obligation temporary notes in the principal amount not to exceed $40,000,000 (Series 278). The notes are being issued for the purpose of providing temporary financing for capital improvement projects of the City. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The notes are being issued on a reimbursement basis to finance project costs previously incurred.

Analysis: The resolution authorizes the City to proceed with the sale of notes and related activities, including the preparation and distribution of the Preliminary Official Statement and Notice of Sale. In addition, the resolution authorizes the City Manager to award the sale of the notes subject to the established parameters. Bids will be accepted electronically through ***PARITY*** Electronic Bid Submission System on March 10, 2016 and the City Manager will award the sale of notes to the bidders whose proposed interest rates result in the lowest overall cost to the City. At the next scheduled meeting, the City Council will ratify the award of the bid by the City Manager and approve a resolution authorizing the issuance of the notes.

Financial Considerations: The City of Wichita awards the sale of notes to the bidder with the lowest true interest cost, or "TIC". Using the TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of its present value will equal the note proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 278 Temporary Notes will mature on April 15, 2017 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 278 Temporary Notes will be callable October 15, 2016, at par.

Legal Considerations: The Law Department has approved the resolution as to form, authorizing the sale of the notes and directing the publication and distribution of the Notice of Sale (prepared by the City's Bond Counsel).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation note sale; 2) authorizing preparation of the Preliminary Official Statement in connection with the note sale; 3) approving the distribution to prospective bidders of the Preliminary Official Statement; 4) authorizing publication and distribution of the Notice of Sale; 5) authorizing the City Manager to award the note sale subject to the parameters of the resolution; and 6) authorizing City staff, in consultation with Bond Counsel to take such further action as is reasonably required to implement the resolution.

Attachments: Sales Resolution
Official Notice of Sale

Gilmore & Bell, P.C.
02/08/2016

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON FEBRUARY 23, 2016**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes came on for consideration and was discussed.

_____ presented and moved the adoption of a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

_____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 16-[___].

* * * * * * * * * * * * * *

(Other Proceedings)

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* * * * * * * * * * * * * *

CERTIFICATE

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

(SEAL)

_____

Karen Sublett, City Clerk

Gilmore & Bell, P.C.
02/08/2016

RESOLUTION NO. 16-040

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), has heretofore authorized the acquisition, construction and equipping of various public improvements (the "Improvements") to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, it is necessary for the City to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the City's general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements and other public improvements (collectively the "Existing Notes"); and

WHEREAS, permanent financing for a portion of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the City to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the City; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel") to proceed with the offering for sale of said temporary notes and related activities, including the preparation and distribution of a preliminary official statement and notice of note sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation temporary notes (collectively, the "Notes") of the City:

Description	Series
General Obligation Temporary Notes	278

as more fully described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

Section 2. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to cause to be prepared a Preliminary Official Statement and to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted

upon the terms and conditions set forth in said Notice of Note Sale. Such proposals shall be reviewed by the City Manager or designee, and the Director of Finance and acted upon by the City Manager or designee, who shall have the authority to award the sale of the Notes, subject to the following parameters on maximum principal amount and true interest cost:

Series	***Maximum Principal Amount***	***Maximum TIC***
278	$40,000,000	1.25%

The City Manager or designee, also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager or designee, and adopt a resolution authorizing the issuance of the Notes.

Section 4. For the purpose of enabling the purchasers of the Notes (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Manager, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes, including selecting certain other qualified professional firms necessary to complete the issuance of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on February 23, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and City Attorney

Gilmore & Bell, P.C.
02/08/2016

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

[POS Date], 2016

To:

Re: City of Wichita, Kansas: General Obligation Temporary Notes, Series 278, dated April 15, 2016 (collectively, the "Notes")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

By: _____
Shawn Henning, Director of Finance

JLN\600809.70410\SALE DOCS\TN SALEDOCS

Gilmore & Bell, P.C.
02/08/2016

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

Principal Amount*	***Description***	***Series***	***Reference***
$40,000,000	General Obligation Temporary Notes	278	"Series 278 Notes"

*Subject to change

(GENERAL OBLIGATION NOTES PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Electronic bids for the purchase of the above-referenced notes (the "Notes") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., applicable Central Time (the "Submittal Hour"), on

THURSDAY, MARCH 10, 2016

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the "Successful Bidder") will be acted upon immediately thereafter by the City Manager or designee, and subsequently ratified by the City Council (the "Governing Body") of the City at its next regular meeting. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of each series of the Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the "Notice") shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"), will be dated April 15, 2016 (the "Dated Date") and will become due on the payment dates and in the principal amounts as follows:

Series Designation	**Stated Maturity**	**Principal Amount***
278	04/15/2017	$40,000,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable at maturity.

****Adjustment of Principal Amounts***. The City reserves the right to adjust the total principal amount of the Notes depending on the purchase price bid by the Successful Bidder and amount necessary to finance the public improvements to be financed thereby. The Successful Bidder may not withdraw its bid or change the interest rate bid as a result of any changes made to the principal amount of the Notes as described herein. If there is an adjustment in the final aggregate principal amount of the Notes as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. The actual purchase price of the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted.

Place of Payment and Registration

Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar") upon presentation and surrender at the principal office of the Paying Agent. The principal and interest of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Note Registrar (the "Registered Owner") as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Notes will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the City determines that continuation of the book-entry-only form 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 form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption Provisions

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

Optional Redemption. At the option of the City, the Notes will be subject to redemption and payment prior to maturity on October 15, 2016 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the City shall call any Notes for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the City shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Notes are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City, to provide interim financing for various internal improvement projects of the City and to refund and renew previously issued temporary notes.

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

Submission of Bids

All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

General. Proposals will be received for the Notes bearing such rate of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all of the Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than ***100%*** of the principal amount of the Notes shall be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term

of the Notes on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. ***Each bidder shall certify to the City the correctness of the information contained on the bid form. The City will be entitled to rely on such certifications.*** Each bidder agrees that, if it is awarded any series of the Notes, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

Good Faith Deposit

General Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to **2%** of the principal amount of the Notes as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. Each Deposit must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; or (b) a wire of Federal Reserve funds (as described below), immediately available for use by the City. Deposits submitted in the form of a certified or cashier's check must be received by the City prior to 9:30 a.m. applicable Central Time on the Sale Date. ***Deposits submitted by wire transfer are only required from the Successful Bidder and must be received by 2:00 p.m. applicable Central Time on the Sale Date***. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver the Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Wire Transfer*. Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Series 278."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail. Wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

Basis of Award

General. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager or designee, will determine which bid, if any, will be accepted, and his determination is final.

Ratings

The City's outstanding general obligation notes are rated "MIG 1" by Moody's and "SP-1+" by S&P. The City has applied to the same rating agencies that currently rate the City's general obligation notes for ratings on the Notes. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of Notes, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Notes, and such numbers shall be printed on the Notes; however, neither the failure to assign any such number to or print any such number on any Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP

numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Notes and will deliver each series of the Notes properly prepared, executed and registered without cost on or about **APRIL 15, 2016** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be received by 12:00 noon, applicable Central, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note registered in the nominee name of DTC.

Reoffering Price

The Successful Bidder will be required to complete, execute and deliver to the City prior to the delivery of the Notes, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for the Notes; (b) that all of the Notes were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of the Notes would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public. ***Such initial offering price to the public must also be included in the Official Bid Form submitted for the Notes.***

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") with respect to the Notes, or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

On February 23, 2016, the Governing Body authorized and directed the preparation of a Preliminary Official Statement "deemed final" by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal

for the purchase of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the resolution authorizing the Notes, the City has covenanted to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness

Information regarding the assessed valuation of the taxable tangible property within the City and the amount of indebtedness of the City as of the date of delivery of the Notes is set forth in the Preliminary Official Statement.

Legal Opinion

The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Additional Information

Additional information regarding the Notes, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning	Ms. Cheryl Busada
Director of Finance	Debt Coordinator
Phone: (316) 268-4300	Phone: (316) 268-4143
Fax: (316) 219-6244	Fax: (316) 219-6216
Email: shenning@wichita.gov	cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON FEBRUARY 23, 2016.

By: /s/ Jeff Longwell
Jeff Longwell, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Wichita Habitat for Humanity, Inc. (Districts I and IV)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

Background: On September 15, 2015, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding for Wichita Habitat for Humanity, Inc. (Wichita Habitat) in the amount of $150,000, to support development and construction of ten single-family homes within the 1100 and 1200 blocks of North Green, and within the 1100 and 1200 blocks of North Poplar. Upon completion of construction, the homes are to be sold to income-eligible, owner-occupant homebuyers, who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Analysis: Wichita Habitat has requested amendment of the funding agreement in order to remove sites located at 1102 N. Green and 1110 N. Green, and to replace them with sites located at 1210 N. Poplar and 1157 N. Poplar. In addition, the organization has requested to remove a site located at 1114 N. Green, and to replace it with a site located at 423 S. Sycamore. The organization owns three of four adjacent sites in the 1100 block of North Green, and seeks to delay construction within the block until the fourth site can be acquired. Substituting the Sycamore site will allow for home construction during Riverfest 2016. The home will be developed in the WaterWalk area, and will be moved to the 423 S. Sycamore site once it is completed.

Financial Considerations: No additional HOME funding has been requested. The total project cost is estimated to be $1,112,730. HOME funding is provided under the zero-interest, forgivable development subsidy loan structure, for each individual home.

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

Recommendations/Actions: It is recommended that the City Council approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

Attachments: Amendment to funding agreement.

AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

A Non-Profit Housing Developer

HOME Investment Partnerships Program

2015 Housing Development Loan Program

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into February 23, 2016 and dated to be effective February 23, 2016, between the City of Wichita (hereinafter referred to as “the City”) and Wichita Habitat for Humanity, Inc., a non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated September 15, 2015, and effective the date executed by the Mayor of the City of Wichita, September 15, 2015, in the amount of $150,000, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective September 15, 2015 and executed September 15, 2015, and the intent of this amendment, entered into February 23, 2016 and dated to be effective February 23, 2016, hereby agree, covenant, and contract with each other that, effective February 23, 2016, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the amendments, modifications, and changes to the original Exhibit B which are indicated in the Exhibit B hereto.

(The remainder of this page intentionally left blank.)

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Officer Date

CITY OF WICHITA

By_____
Jeff Longwell, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana, Date
City Attorney and Director of Law

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the $150,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1228 N. Green, Wichita, Kansas

1258 N. Green, Wichita, Kansas

1252 N. Poplar, Wichita, Kansas

1133 N. Poplar, Wichita, Kansas

1128 N. Poplar, Wichita, Kansas

1148 N. Poplar, Wichita, Kansas

1157 N. Poplar, Wichita, Kansas

1210 N. Poplar, Wichita, Kansas

1248 N. Green, Wichita, Kansas

423 S. Sycamore, Wichita, Kansas

A single-family home is to be constructed on each site. Each single-family home must be sold to an income-eligible owner-occupant buyer. If a single-family home is not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Units with Single-Car Garage: $82,000

3-Bedroom, 1-Bathroom Units, with Single-Car Garage: $76,000

2-Bedroom, 1-Bathroom Units, with Single-Car Garage: $70,000

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration, if applicable.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $150,000.00 in the form of

forgivable development subsidy loans, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $150,000.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction.)

	$ 150,000.00
TOTAL	$ 150,000.00

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine (9) months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2014 HUD guidelines:

2 Bedroom: $723 - $198 (Utility Allowance) = $525.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to

rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I

environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder’s Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Properties on East Kellogg Drive at both Holyoke and Rutan (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the properties surplus.

Background: In 1973-1974, the City of Wichita acquired parcels of land at both Kellogg Drive and Holyoke, and Kellogg Drive and Rutan as part of the Kellogg and Hillside Interchange Project. The improvements were razed at the time of the acquisitions and the sites have been maintained as open space. A recent inquiry as to the availability of one of the properties has caused staff to consider having the parcels declared surplus to the City's needs. The Kansas Department of Transportation was a partner in the original project and has approved the designation of the property as surplus. Engineering has also agreed to declare the properties as surplus provided right-of-way is retained to preserve sight lines.

Analysis: The Office of Property Management requests permission to declare the vacant lot at Kellogg Drive and Holyoke and both lots at Kellogg Drive and Rutan as surplus and available for sale. Engineering will determine what land is needed to be retained as road right-of-way before the City enters into any real estate agreements. A survey will be performed with any sale.

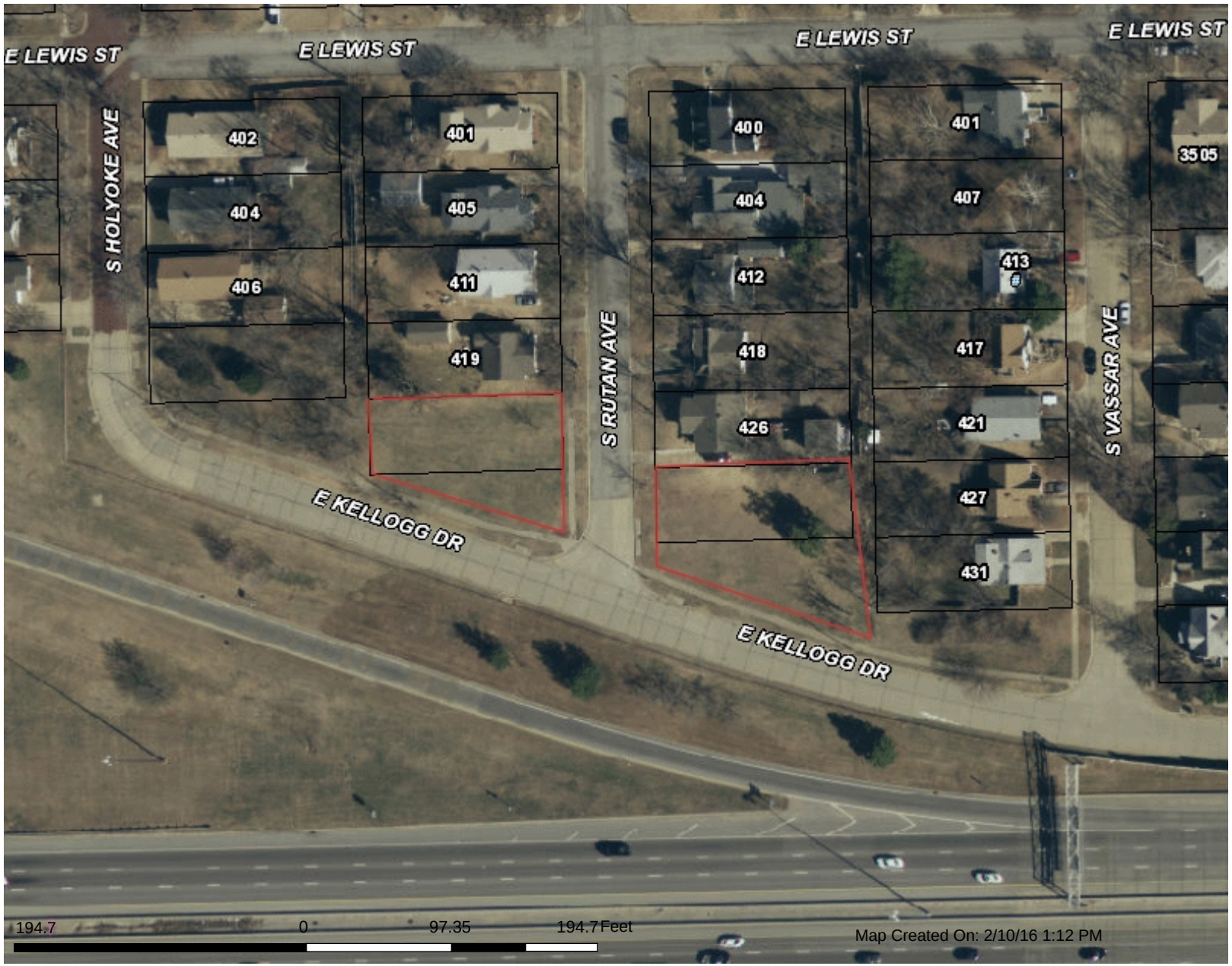
Financial Considerations: The City will receive cash consideration for the sale of the properties. Additionally, the sale of these properties to a private party will place additional value into the tax base and relieve the City of the cost to maintain the properties.

Legal Considerations: Any agreement for sale or lease will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the properties as surplus and designate them as available for sale to the general public.

Attachments: Aerial map.

Rutan Lots



Legend

- Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,168

Agenda Item No. II-16

CITY OF WICHITA
City Council Meeting
February 23, 2016

TO: Mayor and City Council Members

SUBJECT: Weapons Disposition

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to sell several weapons which have been confiscated in connection with criminal activity but are no longer needed as evidence.

Analysis: The Kansas Statutes require that weapons seized in connection with criminal activity shall be forfeited to the seizing law enforcement agency and disposed of by sale, trade or use within the agency. Only firearms used in the commission of a homicide or those that cannot be sold or further used because of the condition of the weapon may be destroyed. The Wichita Police Department has several forfeited firearms in its possession that are eligible to be sold. The City Code requires that all transactions involving weapon disposal must have prior approval of the City Manager and are subject to the City Council's review. A list of weapons being sold has been provided (attached hereto as Exhibit A) and includes 48 long guns and 92 handguns. As required by state law, the sale of these guns must be to a federally licensed firearms dealer and will be witnessed and monitored by staff.

Financial Considerations: K.S.A. 22-2512(e) requires that proceeds from the sale of forfeited firearms shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with sale of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be sold.

CITY OF WICHITA

Police Department

JANUARY 2016 AUCTION

HAND GUNS

EXHIBIT A

PROPERTYROOM.com

Manifest # (see manifest cover _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print _____

Driver Signature: _____

January 2016 HG Persons Crimes

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		DAN WESSON	UNK REVOLVER	264570	PR	.357 CAL	
2		RUGER	P89DC	303-56527	PI	9MM	
3		SMITH & WESSON	10-6	D352965	PR	.38 SPECIAL	
4		RAVEN ARMS	P-25	458386	PI	.25 CAL	
5		LLAMA	UNK REVOLVER	738930	PR	.38 SPECIAL	
6		HI-POINT	C	P055118	PI	9MM	
7		ROSSI	68	D412684	PR	.38 SPECIAL	
8		FIE	TEX22	TX08344	PR	.22 LR	
9		LLAMA	UNK REVOLVER	713096	PR	.38 SPECIAL	
10		COLT	OFFICIAL POLICE	565964	PR	.38 SPECIAL	
11		LORCIN	L380	011457	PI	.380	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		SMITH & WESSON	36	J824876	PR	.38 SPECIAL	
13		LORCIN	L380	041277	PI	.380 CAL	
14		RUGER	MARK 2 TARGET	214-60916	PI	.22 CAL	
15		RAVEN ARMS	MP25	1514175	PI	.25 CAL	
16		BERSA	THUNDER 380	323866	PI	.380 CAL	
17		SMITH & WESSON	15-4	26K3388	PR	.38 SPECIAL	
18		RUGER	P85 MARK 2	303-64176	PI	9MM	
19		BERETTA	92SB	B75694Z	PI	9MM	
20		SIG SAUER	M11-A1	45A006483	PI	9MM	
21		RUGER	SINGLE SIX	60-64476	PR	.22 CAL	
22		ROHM	RG38	117614	PR	.38 SPECIAL	
23		BRYCO	JENNINGS T380-CA	1475448	PI	.380 CAL	
24		IVER JOHNSON	UNK REVOLVER	A71067	PR	.32 CAL	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		CHARTER ARMS	EXPLORER 2	B038659	PI	.22 LR	
26		COLT	AGENT	272722	PR	.38 SPECIAL	
27		RUGER	P89	313-14524	PI	9MM	
28		RG INDUSTRIES	RG40	R145641	PR	.38 SPECIAL	
29		ROSSI	462	AU524634	PR	.357 MAGNUM	
30		BERSA	THUNDER 380	467570	PI	.380 CAL	
31		COBRA ENTERPRISES	FS32	FS016886	PI	.32 CAL	
32		COBRA ENTERPRISES	FS380	FS035082	PI	.380 CAL	
33		JIMENEZ ARMS	J.A.380	080436	PI	.380 CAL	
34	VOID, MOVED TO DESTRUCTION LOG	VOID	VOID	VOID	VOID	VOID	VOID
35		ROSSI	461	XC180043	PR	.357 MAGNUM	
36		NEW ENGLAND FIREARMS (NEF)	R92	NB007955	PR	.22 CAL	
37		LORCIN	L380	405764	PI	.380 CAL	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38		COLT	UNK	136233	PI	.25 CAL	
39		KEL TEC	P-11	AKU77	PI	9MM	
40	VOID, MOVED TO DESTRUCTION LOG	VOID	VOID	VOID	VOID	VOID	VOID
41		WALTHER	P99QA	FA18161	PI	.40 CAL	
42		SMITH & WESSON	M&P22	MP014403	PI	.22 CAL	
43		JENNINGS	J22	587669	PI	.22 CAL	
44	Pulled returned to owner						
45		SIG SAUER	P228	B156020	PI	9MM	
46		TAURUS	PT140 MILLENNIUM PRO	SXE80933	PI	.40 CAL	
47		HIGH STANDARD	DOUBLE NINE CONVERTIBLE	M054923	PR	.22 CAL	
48		SPRINGFIELD ARMORY	1911-A1	N345071	PI	.45 CAL	
49		HI-POINT	CF380	P775349	PI	.380 CAL	
50		GLOCK	22	DXB449US	PI	.40 CAL	
51		STERLING ARMS	MODEL 400 MARKII	B60318	PI	.380 CAL	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
52	VOID, MOVED TO DESTRUCTION LOG	VOID	VOID	VOID	VOID	VOID	VOID
53	Pulled hold auth; Det. Johnson						
54		COBRA ENTERPRISES	FS380	FS016095	PI	.380 CAL	
55		ASTRA	A-80	L5611	PI	.45 CAL	
56		SMITH & WESSON	36	518970	PR	.38 SPECIAL	
57		ROHM	VESTPOCKET	GR9225	PR	.22 CAL	
58		SMITH & WESSON	15-3	16K1077	PR	.38 SPECIAL	
59		ROHM	RG38S	FF328122	PR	.38 SPECIAL	
60		SMITH & WESSON	640	BNC1544	PR	.38 SPECIAL	
61		HERITAGE	ROUGH RIDER	HZ30153	PR	.22 CAL	
62		JENNINGS	J22	325029	PI	.22 CAL	
63		BRYCO ARMS	JENNINGS NINE-CA	1582746	PI	9MM	
64		JIMENEZ ARMS	JA NINE-CA	035022	PI	9MM	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
65		COBRAY	M-12	12-0002848	PI	.380	
66		SMITH & WESSON	10-6	C776654	PR	.38 SPECIAL	
67		RUGER	P95DC	312-93375	PI	9MM	
68	VOID, MOVED TO DESTRUCTION LOG	VOID	VOID	VOID	VOID	VOID	VOID
69	Pulled hold auth;Lt Stephens						
70		IVER JOHNSON	AMERICAN BULLDOG	UNK SN	PR	.38 CAL	
71		KEL-TEC	P-11	AHD74	PI	9MM	
72		HI-POINT	JHP	X4125212	PI	.45 CAL	
73		KEL-TEC	P-3AT	JLG45	PI	.380 CAL	
74		TAURUS	85	ME18388	PR	.38 SPECIAL	
75	VOID, MOVED TO DESTRUCTION LOG	VOID	VOID	VOID	VOID	VOID	VOID
76		LLAMA	IX A	A55269	PI	.45 CAL	
77		RUGER	A100	14-20783	PI	.22 CAL	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
78		WYOMING ARMS	PARKER	A09041	PI	.45 CAL	
79		TAURUS	PT-22	AXG31708	PI	.22 CAL	
80							
81							
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90							

PROPERTYROOM.com

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

January 2016 HG Property Crimes

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		TANFOGLIO	WITNESS 1911	AE60009	PI	.45 CAL	
2		STALLARD ARMS	JS-9	086484	PI	9MM	
3		DAVIS INDUSTRIES	P380	AP117493	PI	.380CAL	
4		DAVIS INDUSTRIES	P380	AP104525	PI	.380 CAL	
5							
6							
7							
8							
9							
10							
11							

PROPERTYROOM.com

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

January 2016 HG SIB Crimes

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		TAURUS	66	LE620173	PR	.357 CAL	
2		LORCIN	L380	432220	PI	.380 CAL	
3		FIRESTORM	GOVT. COMPACT	71-04-06984-02	PI	.45 CAL	
4		COLT	KING COBRA	KC2467	PR	.357	
5		CLERKE	FIRST	855136	PR	.32 CAL	
6		SAUER	WESTERN MARSHAL	10831/2	PR	.22 CAL	
7		SMITH & WESSON	22A-1	UBS2337	PI	.22 CAL	
8		RUGER	P90DC	661-46128	PI	.45 CAL	
9		TAURUS	PT24/7 PRO DS	TC022938	PI	9MM	
10		TANFOGLIO	WITNESS 1911	AE83493	PI	.45 CAL	
11		REPLICA ARMS INC.	UNK REVOLVER	A3605	PU	.45 CAL	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		SMITH & WESSON	12-3	5D51523	PR	.38	
13		SMITH & WESSON	29-5	BHF0308	PR	.44 CAL	
14		TAURUS	PT92	B58987	PI	9MM	
15		LORCIN	L380	274982	PI	.380 CAL	
16		RUGER	LCP	375-57049	PI	.380 CAL	
17		ROHM	RG20	65700	PR	.22 CAL	
18							
19							
20							
21							
22							
23							
24							

CITY OF WICHITA

Police Department

JANUARY 2016 AUCTION

LONG GUNS

City Hall 455 North Main Wichita, Kansas 67202-1684

www.wichitapolice.com

PROPERTYROOM.com

Manifest # (see manifest cover _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print _____

Driver Signature: _____

January 2016 LG Persons Crimes

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		MARLIN	25N	09508699	RB	.22 CAL	
2		UNK BRAND	UNK MODEL	342001	SS	.410 CAL	
3		HARRINGTON & RICHARDSON	TOPPER 158	AL207641	SS	12 GA	
4		REMINGTON	MODEL 1100 LT-20	N448971K	SI	20 GA	
5		BENELLI	NOVA	Z555761W	SP	12 GA	
6		REMINGTON	770	M71662602	RB	30.06	
7		REMINGTON	522 VIPER	3036590	RI	.22 CAL	
8		MARLIN	795	96433710	RI	.22 CAL	
9		TACTICAL MACHINING	AR-15	A0001739	RI	5.56 NATO	
10		SEARS ROEBUCK	200	P181311	SP	20 GA	
11		SAVAGE	110L-H	127811	RB	30.06	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		MOSSBERG	500A	P143625	SP	12 GA	
13		HARRINGTON & RICHARDSON	88	AZ445260	SS	20 GA	
14		REMINGTON	870	RS78658C	SP	12 GA	
15		SEARS ROEBUCK	200	P279300	SP	12 GA	
16		JC HIGGINS	29	NO SN	RI	.22 CAL	
17		HARRINGTON & RICHARDSON	PARDNER PUMP	NZ579899	SP	20 GA	
18		REMINGTON	550-1	NO SN	RI	.22 CAL	
19		RUGER	10/22	827-56563	RI	.22 CAL	
20		JC HIGGINS	5831	NO SN	SB	12 GA	
21		MARLIN	60	00207096	RI	.22 CAL	
22		MOSSBERG	500A	R937043	SP	12 GA	
23		CRICKETT	UNK MODEL	167841	RS	.22 CAL	
24		WINCHESTER	1300 DEFENDER	L2350359	SP	12 GA	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		STEVENS	9478	C749328	SS	12 GA	
26		REMINGTON	870 EXPRESS	C541487M	SP	12 GA	
27		NORINCO	SKS TYPE	12112466	RI	7.62X39MM	
28		STANLEY ARMS	SIDE BY SIDE	NO SN	SE	12 GA	
29		STOEGER	P350	728893	SP	12 GA	
30		STEVENS	9400	NO SN	SS	16 GA	
31		HARRINGTON & RICHARDSON	TOPPER 158	AF252823	SS	.410 GA	
32		WINCHESTER	9422	F200507	RL	.22 CAL	
33		PRISE MACHINE GUN	SIDE BY SIDE	NO SN	SE	12 GA	
34		UNK BRAND	SKS TYPE	F154123	RI	7.62X39MM	
35		WESTERN FIELD	M820A	NO SN	RB	.22 CAL	
36		MOSSBERG	500A	NO SN	SP	12 GA	
37							

PROPERTYROOM.com

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

January 2016 LG Property Crimes

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		CONNECTICUT VALLEY ARMS	UNK BLACKPOWDER RIFLE	948933	RU	.50 CAL	
2		MOSSBERG	500A	L660430	SP	12 GA	
3		UNK YUGOSLAVIAN	SKS M59/66	0-586111	RI	7.62X39MM	
4		WINCHESTER	MODEL 1300	L3531499	SP	20 GA	
5		NORINCO	SKS TYPE 56	24219084	RI	7.62X39MM	
6		US CARBINE	M1	4690383	RI	.30 CAL	
7		SEARS ROEBUCK	SLUG	H179927	SP	12 GA	
8		HI-POINT	995	A91089	RI	9MM	
9							
10							
11							

PROPERTYROOM.com

Manifest # (see manifest cover _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print _____

Driver Signature: _____

January 2016 LG SIB

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		REMINGTON	MODEL 597	2632626	RI	.22 CAL	11C074042
2	Pulled, hold for Sgt. Thode						
3		MOSSBERG	500A	K104605	SP	12 GA	11C075083
4		LEE-ENFIELD	2A1	B5190	RB	7.62X51MM NATO	11C075083
5							
6							
7							
8							
9							
10							
11							

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Second Reading Ordinances for February 23, 2016 (first read on February 16, 2016

A. <u>Ordinance Amendments to Sections 1.04.070 and 1.04.075 Relative to Municipal Court Costs and Filing Fees.</u>

ORDINANCE NO. 50-154

AN ORDINANCE AMENDING SECTIONS 1.04.070 AND 1.04.075 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS, WITNESS FEES AND MOTION FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTIONS.

B. <u>Nuisance Abatement Assessments, Lot Clean Up</u>.

ORDINANCE NO. 50-155

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

C. <u>ZON2015-00046 and CON2015-00034 City Zone Change from Manufactured Housing to Limited Commercial with a Conditional Use for the Sale of Manufactured Homes on Property Generallly Located Midway between 47th and 55th Streets South on the West Side of Meridian Avenue</u>. (District IV)

ORDINANCE NO. 50-156

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

Agenda Report No. II-18

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

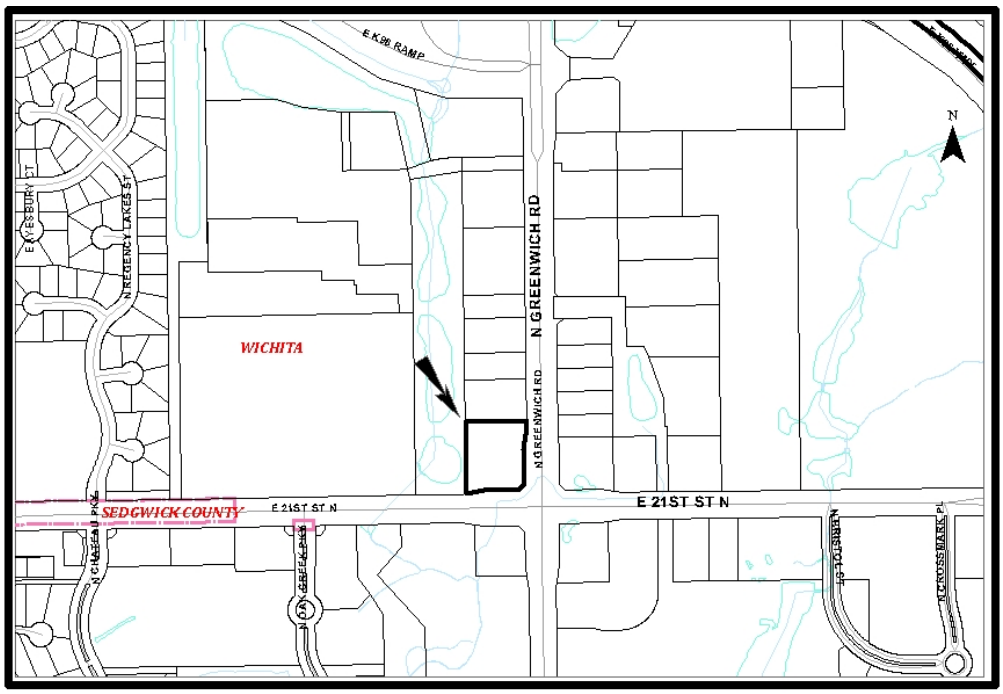
SUBJECT: SUB2015-00048 -- Plat of Regency Lakes Commercial 4th Addition Located on the Northwest Corner of East 21st Street North and North Greenwich Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (14-0)



Background: The site consists of one lot on 1.73 acres and is zoned Limited Commercial (LC). The site is subject to the Regency Lakes Commercial Community Unit Plan (CUP DP-234).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of CUP identifying the approved CUP and special conditions for development. The site is within the noise impact area of Colonel James Jabara Airport; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

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

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

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenants, Notice of CUP and Avigational Easement as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: Restrictive Covenants
Notice of CUP
Avigational Easement

RESTRICTIVE COVENANT

This covenant, executed this 26 day of January, 2016.

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 **Regency Lakes Commercial 4th 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 ownership and maintenance of reserves, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject **Regency Lakes Commercial 4th Addition**, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
2. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
3. 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.
4. 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, the 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.

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 26 day of January, 2016.

REGENCY 21, LLC
By: Laham Development Company, LLC, its Manager

By: _____
Amy J. Liebau, Corporate Counsel, Chief Operating Officer

Sedgwick County)
State of Kansas) SS

Be it remembered that on this 26 day of January, 2016, before me, a notary public in and for said County and State, came Amy J. Liebau, Corporate Counsel, Chief Operating Officer of Laham Development Company, LLC, Manager of Regency 21, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 26 day of January, 2016.

(SEAL) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2017

_____
Notary Public

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 26 day of January, 2016, by REGENCY 21, LLC, hereinafter called "Declarant". WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Regency Lakes Commercial 4th Addition to Wichita, Sedgwick County, Kansas

WHEREAS, declarant is desirous to file notice that a community unit plan approved by the Wichita City council is on file with Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved **C.U.P. (DP-234)** has placed restrictions on the use and requirements on the development of the above described real property. The community unit plan shall be binding on the Owners, the heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to **Regency Lakes Commercial 4th Addition** to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

REGENCY 21, LLC
By: Laham Development Company, LLC, its Manager

By: Amy J. Liebau
Amy J. Liebau, Corporate Counsel, Chief Operating Officer

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 26 day of January, 2016, before me a Notary Public in and for said State and County, came Amy J. Liebau, Corporate Counsel, Chief Operating Officer of Laham Development Company, LLC, Manager of Regency 21, LLC, 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)

CYNTHIA A WOMACK
Notary Public - State of Kansas
My Appt. Expires 2-7-2017

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that **Regency 21, LLC**, does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

All property platted as **Regency Lakes Commercial 4th Addition**, an addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF:

The Grantors have signed these presents this 26, day of January, 2016.

REGENCY 21, LLC,
By: Laham Development Company, LLC, its Manager

By: Amy J. Liebau
Amy J. Liebau, Corporate Counsel, Chief Operating Officer

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 26 day of January, 2016, before me a Notary Public in and for said State and County, came Amy J. Liebau, Corporate Counsel, Chief Operating Officer of Laham Development, LLC, Manager of Regency 21, LLC, 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) CYNTHIA A. WOMACK Notary Public - State of Kansas My Appt. Expires 2/7/2017

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-19

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

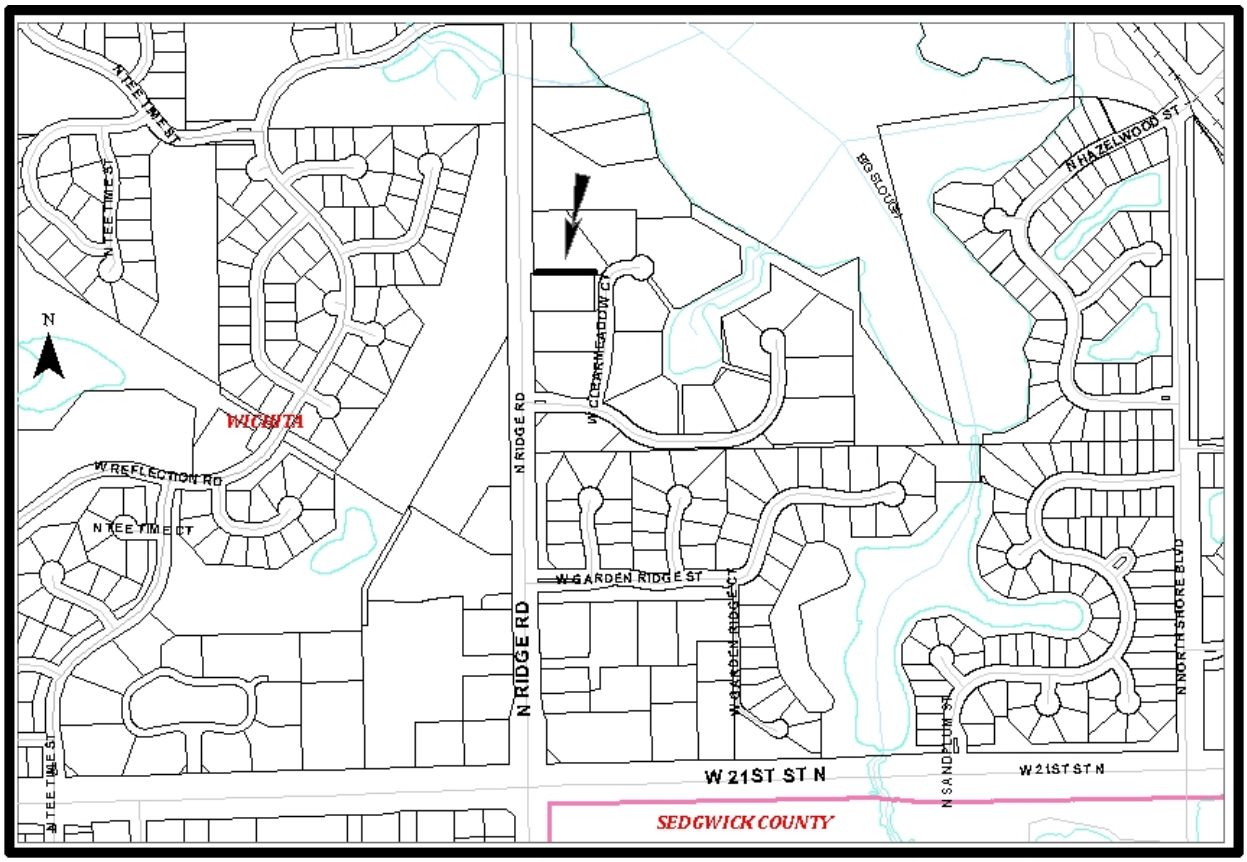
SUBJECT: VAC2015-00058 - Request to Vacate a Platted Wall Easement on Property Generally Located a Half-Mile North of West 21st Street North on the East Side of North Ridge Road, North of Clear Meadow Circle, on the Northwest Side of West Clear Meadow Court (District VI)

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 recommends approval of the vacation request (12-0).



Background: The applicant proposes to vacate the platted 240.40-foot long (x) five-foot wide wall easement located on and running parallel to the south property line of Lot 3, Block 1, Mere Ridge Addition. The plattor's text states that the wall easement is for the construction and maintenance of a private wall and that utilities may cross the wall easement. There is no wall located in the platted wall easement. There are public utilities located in the subject easement. The applicant is dedicating a private easement for Westar's equipment located within the current wall easement. The Mere Ridge Addition was recorded with the Register of Deeds November 29, 1988.

Analysis: The Metropolitan Area Planning Commission (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.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED WALL EASEMENT	)	
GENERALLY LOCATED MIDWAY BETWEEN 21ST & 29TH STREETS NORTH, ON THE EAST SIDE OF RIDGE ROAD, NORTH OF CLEAR MEADOW CIRCLE, ON THE NORTHWEST SIDE OF CLEAR MEADOW COURT	)	**VAC2015-00058**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 23rd day of February, 2016, comes on for hearing the petition for vacation filed by Mark E. and Mary S. Hutton (owners), praying for the vacation of the following described platted wall easement, to-wit:

The 5-foot wide wall easement located on and running parallel to the south property line of Lot 3, Block 1, Mere Ridge Addition, Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 25, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described platted wall easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described platted wall easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of February, 2016, ordered that the above-described platted wall easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-20

City of Wichita
City Council Meeting
February 23, 2016

TO: Mayor and City Council

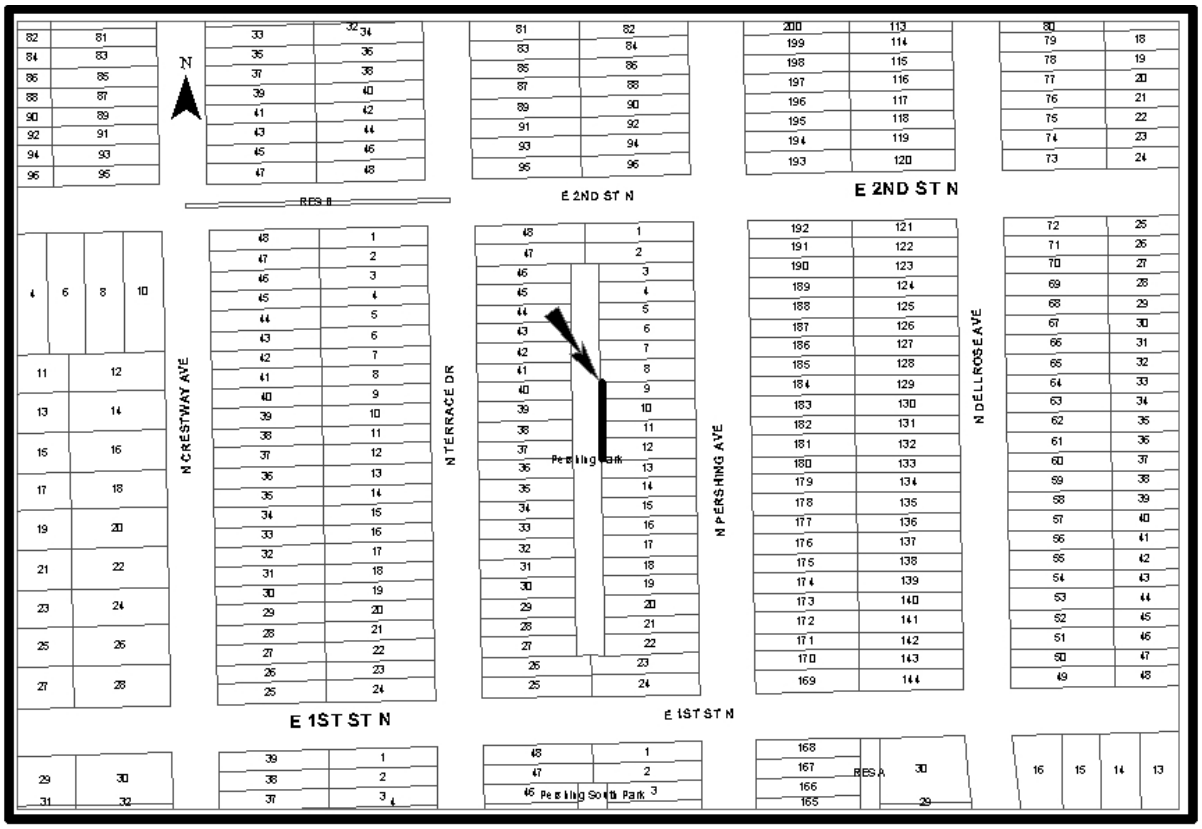
SUBJECT: VAC2015-00060 - Request to Vacate a Public Utility Easement Referenced in the Plattor's Text on Property Generally Located Northwest of North Oliver and East Douglas Avenues, Between East 1st and 2nd Streets, on the West Side of North Pershing Avenue (District I)

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 recommends approval of the vacation request (13-0).



Background: The applicant is requesting the vacation of the five-foot wide public utility easement (as referenced in the plattor's text) located in the west five feet of Lots 9, 10, 11 and 12, Pershing Terrace Addition; the subject site. The plattor's text states that "The City of Wichita is hereby granted an easement for the construction and maintenance of all public utilities in the rear five feet of each and every lot." The plattor's text also references a park, which has not been dedicated for public use; it is a private park. Access to the private park is through the SF-5 Single-Family Residential (SF-5) zoned private properties/single-family residences that abut the private park. The 38.25-foot wide park abuts the rear yards of Lots 3-22 (east side, which contains the subject site), Lots 27-36 (west side) and the interior side yards of Lots 2 and 47 (north side) and Lots 22 sand 26 (south side), all in the Pershing Terrace Addition. The ownership description of the subject site, Lots 9, 10, 11 and 12, Pershing Terrace Addition, also includes a 1/24 interest in the park. There is a sewer line and with multiple manholes located the length of the park. The Pershing Terrace Addition was recorded April 11, 1923.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and the dedication of a utility easement by separate instrument. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order and the utility easement dedicated by separate instrument will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and the dedication of a utility easement by separate instrument (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- A utility easement dedicated by separate instrument

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PUBLIC UTILITY EASEMENT REFERENCED IN THE PLATTOR'S TEXT	)	
GENERALLY LOCATED NORTHWEST OF DOUGLAS & OLIVER AVENUES, BETWEEN 1ST & 2ND STREETS, ON THE WEST SIDE OF PERSHING AVENUE	)	**VAC2015-00060**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 23rd day of February, 2016, comes on for hearing the petition for vacation filed by Stephen K. and Pamela M. Lester (owners), praying for the vacation of the following described public utility easement referenced in the plattor's text, to-wit:

The five-foot wide public utility easement (as referenced in the plattor's text) located in the west five feet of Lots 9, 10, 11 and 12, Pershing Terrace Addition, Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on December 17, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described public utility easement referenced in the plattor's text and the public will suffer no loss or inconvenience thereby.

3. A utility easement dedicated by separate instrument will be filed with this Vacation Order for recording at the Sedgwick County Register of Deeds

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any

owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described public utility easement referenced in the plattor's text, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of February, 2016, ordered that the above-described public utility easement referenced in the plattor's text is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
February 23, 2016

TO: Wichita Housing Authority Board

SUBJECT: Section 8 Management Assessment Program (SEMAP) Certification

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve submission of the 2015 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

Background: On October 6, 1998, the U.S. Department of Housing and Urban Development (HUD) issued the final rule for the Section 8 Management Assessment Program (SEMAP), a system designed for Public Housing Authorities (PHAs) managing Section 8 Housing Choice Voucher programs to self-assess performance, efficiency and compliance on an annual basis.

Analysis: PHAs are required to complete the self-assessment utilizing 14 specific indicators, and to submit certified results to HUD within 60 days of fiscal year end. The Wichita Housing Authority's (WHA's) fiscal year ended on December 31, 2015, therefore the self-assessment and certification must be submitted to HUD by no later than February 29, 2016.

Following is a list of the SEMAP indicators:

1. Selection from Wait List (15 points): The PHA has a written policy for the selection of applicants and follows these policies when selecting applicants from the wait list.

2. Reasonable Rent (20 points): The PHA has implemented written methods to determine reasonable rents.

3. Determination of Adjusted Income (20 points): The PHA correctly determines adjusted annual income.

4. Utility Allowance Schedule (5 points). The PHA maintains up-to-date utility allowance schedules.

5. Housing Quality Standard (HQS) Quality Control Inspections (5 points): A PHA supervisor re-inspects a sample of units for quality control purposes.

6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.

7. Expanding Housing Opportunities (5 points): The PHA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.

8. Fair Market Rent Limit and Payment Standards (5 points): Gross rent for 98% of new units leased are applicable and reasonable.

9. Annual Reexaminations (10 points): The PHA completes an annual reexamination for each tenant as required.

10. Correct Tenant Rent Calculations (5 points): The PHA correctly calculates tenant rents.

11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the beginning date of the lease.

12. Annual HQS Inspections (10 points): The PHA inspects each unit under contract on an annual basis, in a timely manner.

13. Lease Up (20 points): The PHA enters into assistance contracts for the number of units under budget for at least one year. The standard is 98%.

14. Family Self-Sufficiency (FSS) Enrollment and Escrow Accounts (10 points): Measures the percentage of required families enrolled in FSS program and the percentage having escrow accounts. The standards are 80% and 30%, respectively.

The total number of points to be awarded is 145. A PHA with a SEMAP score of at least 90% is rated "High Performer" and a PHA with a SEMAP score of 60-89% is rated "Standard Performer." A PHA with a SEMAP score of less than 60% is rated "Troubled," is subject to an onsite review by HUD and is required to develop a corrective action plan.

Based on the self-assessment, the WHA's Section 8 Housing Choice Voucher program will be rated "High Performer" for fiscal year 2015.

Financial Considerations: None.

Legal Considerations: The Law Department has reviewed the SEMAP certification document and approved it as to form.

Recommended Actions: It is recommended that the Wichita Housing Authority Board approve submission of the 2015 Section 8 Management Assessment Program (SEMAP) certification, and authorize the necessary signatures.

Attachment: SEMAP Certification.

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 11/30/2016)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)

Check here if the PHA expends less than $300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than $300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than $300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))
(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response **Yes** ☐ **No** ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response **Yes** ☐ **No** ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)
(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response **Yes** ☐ **No** ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☐ **At least 98% of units sampled** ☐ **80 to 97% of units sampled** ☐ **Less than 80% of units sampled**

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)
The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ **At least 90% of files sampled** ☐ **80 to 89% of files sampled** ☐ **Less than 80% of files sampled**

4. Utility Allowance Schedule. (24 CFR 982.517)
The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** ☐ **No** ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))
A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response **Yes** ☐ **No** ☐

6. HQS Enforcement. (24 CFR 982.404)
The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☐ **At least 98% of cases sampled** ☐ **Less than 98% of cases sampled**

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).
Applies only to PHAs with jurisdiction in metropolitan FMR areas.
Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.
PHA Response **Yes** ☐ **No** ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.
PHA Response **Yes** ☐ **No** ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.
PHA Response **Yes** ☐ **No** ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.
PHA Response **Yes** ☐ **No** ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.
PHA Response **Yes** ☐ **No** ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.
PHA Response **Yes** ☐ **No** ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response **Yes** ☐ **No** ☐

Enter current FMRs and payment standards (PS)

0-BR FMR _____	1-BR FMR _____	2-BR FMR _____	3-BR FMR _____	4-BR FMR _____
PS _____	PS _____	PS _____	PS _____	PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response **Yes** ☐ **No** ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response **Yes** ☐ **No** ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response **Yes** ☐ **No** ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response **Yes** ☐ **No** ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response **Yes** ☐ **No** ☐

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ☐
PHA Response
a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.) ☐

or, Number of mandatory FSS slots under HUD-approved exception ☐

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable

PHA Response **Yes** **No**

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** **No** **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Date (mm/dd/yyyy) _____

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? **Yes** ☐ **No** ☐

2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.