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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 1, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on March 25, 2014

AWARDS AND PROCLAMATIONS

-- Proclamations:

Financial Literacy Month
Child Abuse Prevention Month
Fair Housing Month
Mayor's Day of Recognition for National Service

I. PUBLIC AGENDA

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

1. Janice Bradley - Racial Disproportions in Cannabis Enforcement.

2. Russ Pataky - Law Enforcement Issues.

3. Esau Freeman - Ballot Initiative with regards to marijuana possession of an ounce or less in the City of Wichita.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 11)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. 2014-2018 Consolidated Plan and First Program Year Action Plan Funding Recommendations.

   RECOMMENDED ACTION: Approve the proposed funding recommendations for the 2014-2015 First Program Year Action Planm authorize RFP release, and open a second public comment period for the 2014-2018 Consolidated Plan and One Year Action Plan.

2. Board of Park Commissioners Recommendation for Golf Courses.

   RECOMMENDED ACTION: Approve the proposed golf course rate structure increase of $1 at MacDonald, Sim and Tex Consolver golf courses and the $1.40 (18 holes) and $.0.95 (9 holes) cart fee increases effective April 1, 2014.

3. USD 259 McKinney-Vento Summer Activity Camp Agreement. (Districts I, III, and VI)

   RECOMMENDED ACTION: Approve the agreement with USD 259 and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

1. Janitorial Services for Public Housing Common Areas - Public Housing Program.

   RECOMMENDED ACTION: Approve the selection of Air Capital Building Maintenance as the Public Housing janitorial contractor and authorize necessary signatures.

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 11)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 31, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption on Premises)
Stephanie Riggs	Godfather's Pizza**	4840 South Broadway

Renewal	2014	(Consumption off Premises)
Anita Haeri	Valero #1***	851 South Meridian
Anita Haeri	Valero #2***	1622 South West
Martha A Vasquez	Super Del Centro***	2525 South Hillside
Jose Vasquez	El Super Del Centro***	1770 North Broadway
Cari Spainhour	Quik Trip #327***	12825 East 21st North

   **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.

3. Preliminary Estimates:

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Improvements to Caliendo 11th Addition. (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Design Services Agreement:
   a. Supplemental Design Agreement No. 3 for Improvements to 37th Street North, Broadway to Hydraulic. (District VI)

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

6. Change Order:
   a. Change Order No. 1 for Osage Recreation Center Re-roofing. (District IV)

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

7. Minutes of Advisory Boards/Commissions

   Stormwater Advisory Board, September 20, 2013
   Stormwater Advisory Board, November 15, 2013
   Wichita Employees' Retirement System, February 26, 2014

   RECOMMENDED ACTION: Receive and file.

8. 2014-2015 Kansas Impaired Driving Deterrence Program (IDDP).

   RECOMMENDED ACTION: Approve the grant application and agreement.

9. Payment for Settlement of Claim.

   RECOMMENDED ACTION: Authorize payment of $12,365.80 as full settlement of all property damage claims arising out of the events which are the subject of this claim and adopt the resolution.

10. Emergency Solutions Budget Adjustment for Prevention and Rapid Re-housing.

    RECOMMENDED ACTION: Authorize the budget adjustment for Emergency Solutions Grant prevention and rapid re-housing activities.

11. Second Reading Ordinances: (First Read March 25, 2014)
    a. List of Second Reading Ordinances.

    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.

None

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: 2014-2018 Consolidated Plan and First Program Year Action Plan Funding Recommendations

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the proposed funding recommendations for the 2014-2015 First Program Year Action Plan, authorize RFP release, and open a second public comment period for the 2014-2018 Consolidated Plan and One Year Action Plan.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a Federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a multi-year Consolidated Plan for HUD approval. Following approval, cities submit one year action plans for each year of the Consolidated Plan.

The 2014-18 Consolidated Plan will cover the period from July 1, 2014 through June 30, 2019. The first year of the new Consolidated Plan will cover the period of July 1, 2014 to June 30, 2015. Original planning allocations were made based on current level funding. City staff received final allocation information on March 18, 2014 and has adjusted the recommendations accordingly. The final allocations for 2014-15 include a $101,766 decrease for the Community Development Block Grant (CDBG) and increases of $10,951 for HOME Investment Partnerships (HOME) and $38,444 for the Emergency Solutions Grant (ESG). The allocations are: CDBG-$2,679,109; HOME-$1,238,857; and $225,915 for ESG.

Analysis: On February 4, 2014, staff presented the draft 2014-18 Consolidated Plan and First Program Year Action Plan for City Council approval. Following that meeting four things occurred: 1) the Consolidated and One Year Plans were made available for public comment; 2) Requests for Proposals (RFPs) were issued for Women's Services, Youth Crime Prevention and Enrichment and Emergency Solutions Grant funding; 3) invitations were extended to Community Housing Development Organizations (CHDOs) to apply for housing development funds; and 4) final allocation information was released.

1. Public Comments. The City received public comments regarding the amount of funds designated for Women's Services in the 2014-2015 one year action plan. All comments opposed a reduction in funds for this service. The funding allocation for 2013-2014 is $275,000; the 2014-2015 proposed funding is $250,000, a reduction of $25,000. Staff did not modify the Women's Services allocation in response to these comments, since the funding level was approved by the City Council in February. This matter is discussed in more detail following the ESG recommendation on page 4.

2. Proposals. Three proposals were received from agencies proposing to provide shelter and services to families fleeing from domestic violence settings under the category of Women's Services. Three

proposals were also received from agencies to provide youth crime prevention and enrichment activities for middle school youth. Seven responses were received from five agencies for ESG homeless assistance funding.

3. CHDO application. One application was received from a local CHDO for housing development.

All proposals and applications were evaluated by staff and forwarded to the City Council-appointed Grants Review Committee (GRC) for review and recommendations. The GRC held one public hearing on March 6, during which all respondents presented their proposals for public input and GRC discussion.

HUD requires that the local Continuum of Care provide input into recommendations for Emergency Solutions Grant program funding. In Wichita the group which provides recommendations for the ESG is the Continuum of Care Coordination Team (CCCT). The CCCT met on March 3 and prepared recommendations which were forwarded to the GRC and presented at the March 6 public hearing. Following announcement of the final ESG allocation, the CCCT met again on March 19 and adjusted its recommendations to account for the increased allocation.

The GRC considered all written and oral information received, and prepared funding recommendations. City staff then adjusted those recommendations based on input from the CCCT as noted above, and to account for the reduced funding for CDBG and the increase in HOME funding. Those recommendations were presented to the City Manager and are summarized below:

Community Development Block Grant

Capital Projects/Demolition: $0
Funds have been used to demolish properties which have been cited by staff in the Metropolitan Area Building and Construction Department. However, no funding is recommended for 2014-15 as a result of the reduction in CDBG funding. Approximately $84,000 is available from prior year allocations for this activity.

Housing Projects: $1,142,000
Funds will pay for home repair programs for income eligible homeowners; this includes funding for the annual free paint program.

City Manager's Office-Office of Community Engagement: $385,000
Funds will pay for salaries and benefits for community liaisons and administrative aides in Districts 1, 3, and 6, and eligible operational costs at the three Resource Centers.

Housing and Community Services: $68,500
Funds will pay for administrative costs of the Housing First program (staff salary, benefits and office costs). This allocation was reduced due to the CDBG funding cut, however, the increase in ESG will provide a sufficient administrative allocation to fully fund this activity.

Women's Shelter Services: $250,000
The purpose of Women's Shelter Services is to provide temporary shelter, counseling and other support services for an average of 350 women and children who are fleeing domestic violence situations. These reductions were recommended prior to the CDBG funding reduction however, the CCCT recommended increased funding which will provide these agencies with amounts close to their current allocations. The ESG recommendations can be found on page 4.

Agency	2013-14 Allocation	2014-15 Allocation
Catholic Charities	$105,036	$96,745
StepStone	$26,000	$23,433
YWCA	$143,964	$129,822
TOTAL	**$275,000**	**$250,000**

Youth Crime Prevention and Enrichment: $125,000
The purpose of this funding is to engage middle school youth with identified risk factors in activities that will prevent crime and enrich their lives. Funds will serve approximately 4,360 income-eligible youth.

Agency	2013-14 Allocation	2014-15 Allocation
Rainbows United	$23,093	$21,910
YMCA	$101,907	$103,090
Kansas Big Brothers, Big Sisters	0	0
TOTAL	**$125,000**	**$125,000**

Summer Youth Employment: $250,000
Current year funds in the amount of $225,000 will pay for The Way to Work summer youth employment program administered by the Housing and Community Services Department. This program serves youth ages 14-15 who either live in Public Housing units or are in households which receive rental assistance through the Section 8 Housing Choice Voucher program. The 2014-15 program will serve up to 100 youth and provide job readiness and financial literacy training, as well as paid summer employment. Additionally, $25,000 in unexpended funds from prior years' summer youth employment activities, will be made available for a community organization to provide summer job training and employment activities for income-eligible youth. A Request for Proposals will be released following Council approval, and the 2014 Grants Review Committee will be reconvened to recommend selection.

Agency	2013-14 Allocation	2014-15 Allocation
The Way to Work	$146,650	$225,000
YMCA	$41,527	0
To be determined, pending R.F.P.		25,000
TOTAL	**$188,177**	**$250,000**

Program Administration: $483,609
Purpose: HUD allows up to 20% of the entitlement grant to be used for Program Administration, which includes reasonable costs associated with general management, oversight, coordination, monitoring and evaluation. The proposed amount is less than the 20% cap for 2014-15.

Category	2013-2014 Allocation	2014-15 Allocation
Indirect Costs	$59,511	$84,124
Program Management	$400,000	$369,485
Fair Housing Initiatives	$5,000	$5,000
Mandated Consolidated Plan Activities	$25,000	$25,000
TOTAL	**$489,511**	**$ 483,609**

HOME Investment Partnerships Program

HUD requires that a minimum of 15% of the HOME allocation be designated (set aside) for Community Housing Development Organizations (CHDOs). The proposed 2014-2015 CHDO designation is 16%.

Agency	2013-14 Allocation	2014-15 Allocation
Mennonite Housing Services	$175,000	$186,900
Power CDC	$91,959	0
Universal Design		0
TOTAL	**$266,959**	**$186,900**

Note: The City established an allocation of $300,000 for CHDO activities, which is in excess of the 15% requirement. The above recommendation leaves $113,100 of this amount unallocated in the CHDO set-aside category. Staff proposes to leave the remaining set-aside funds in place for future development opportunities by Mennonite or Power CDC during the program year. The 2014-2015 recommendation

will be sufficient for Mennonite Housing Services to develop four houses.

Program Administration and Indirect Costs: $123,885
Up to 10% of the City's HOME allocation can be used to offset costs of administering the program, including indirect costs. Indirect costs are computed by applying the applicable percentage to the amount of the anticipated annual grant.

CHDO Operating Expenses: $50,000
These funds are consistent with prior year allocations and are provided to help the CHDOs cover operating expenses.

HOMEownership 80: $319,972
The downpayment and closing cost recommendation is based on anticipated new and existing home sales in the 2014-2015 program year. This allocation amount will serve approximately 14 homebuyers.

Boarded Up House Program: $125,000
This recommendation will provide funding for two projects, and is slightly more than the current year, due to increases in construction costs in general, and costs associated with compliance with the 2012 International Energy Conservation Code.

Housing Development Loan Program: $250,000
This recommendation reflects an increase from the current year because staff has become aware of potential projects that could utilize HDLP funding. These funds are used by non-profit or for-profit developers, for in-fill housing in the City-designated Redevelopment Incentive, Neighborhood Revitalization or Local Investment Areas.

Deferred Loan Program: $70,000
Deferred Loan funds are used to buy down the interest on loans for major home repairs. This recommendation is approximately half of the current allocation and will support approximately two loans.

Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. The following chart presents recommendations for shelter services which were made by the Continuum of Care Coordination Team and accepted by the GRC. They are within the 60% cap.

Agency	**2013-2014 Allocation**	**2014-2015 Recommendation**
Catholic Charities – Harbor House	$12,600	$17,891
Catholic Charities – St. Anthony Family Shelter	$21,000	$21,000
Inter-Faith Ministries – Inter-Faith Inn	$18,100	$18,100
Inter-Faith Ministries – Warming Souls Winter Shelter	0	$6,724
The Salvation Army	$21,000	$21,000
United Methodist Open Door	$29,400	$29,400
YWCA Women's Crisis Center	$10,000	$21,051
TOTAL	**$112,100**	**$135,166**

Other ESG recommendations include $18,124 for Homeless Prevention, $54,370 for Rapid Re-Housing, $1,311 for administration of the Homeless Management Information System by the United Way, and $16,944 for the City's program management and indirect costs.

Women's Services for victims of domestic violence are funded from CDBG and ESG funds. As noted earlier, during the first public comment period, concerns were expressed regarding the reduction in

CDBG funds for these programs. The following chart reflects increases in funding to these agencies resulting from increases in ESG allocations as recommended by the Continuum of Care Coordination Team.

	CDBG		ESG		Total 2013-2014/15 (CDBG and ESG)	
Agency	**2013-14**	**2014-15**	**2013-14**	**2014-15**	**2013-14**	**2014-15**
Catholic Charities Harbor House	$105,036	$96,745	$12,600	$17,891	$117,636	$114,636
Stepstone, Inc.	$26,000	$23,433	0	0	$26,000	$23,433
YWCA	$143,964	$129,822	$10,000	$21,051	$153,964	$150,873

Financial Considerations: Development of a Five-Year Consolidated Plan and First Year Action Plan is required for receipt of Federal funds. No General funds are involved with this planning activity.

Legal Considerations: The Law Department has reviewed the 2014-2018 Consolidated Plan and First Program Year Activity Action Plan Preliminary Funding Recommendations, and approved them as to form.

Recommendation/Actions: It is recommended that the City Council approve the proposed funding recommendations for the 2014-2015 First Program Year Action Plan, authorize RFP release, and open a second public comment period for the 2014-2018 Consolidated Plan and One Year Action Plan.

Attachments:
2014-2015 First Program Year Allocation Spreadsheet

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, APRIL 1, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Public Works & Utilities	$0	$75,000 *	$75,000 *	$0	
Street or Sidewalk Repair					
Metropolitan Area Building & Construction Department	$150,000	$100,000	$90,000	$0	
Demolition and Clearance of Dangerous and Unsafe Buildings					
Total - Capital Projects	**$150,000**	**$175,000**	**$165,000**	**$0**	**$0**

*This amount from prior year unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Neighborhood Clean-ups	$50,000	$50,000	$19,420	$0	
Housing and Community Services					
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	$425,908 *	$369,091	$369,091	$389,000	
Amount from Prior Year Unallocated	$79,000 *	$0	$0	$0	
- Home Repair	$664,467	$546,222	$758,984	$753,000	
- Rental Housing Loan Program	$0	$0	$0	$0	
Total - Housing Projects	**$1,140,375** *	**$965,313**	**$1,147,495**	**$1,142,000**	**$0**

* This total includes $79,000 unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Funds Available for Reallocation	$321,000 *	$0	$0	$0	*
Total - Neighborhood Initiatives	**$321,000**	**$0**	**$0**	**$0**	**$0** *

*This amount from prior year unallocated funds

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, APRIL 1, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2011-12 COUNCIL ALLOCATION		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 RECOMMENDATION		2014-15 COUNCIL ALLOCATION
City Manager's Office Total Allocation	**$333,132**	**	**$331,757**		**$428,626**		**$385,000**		
- Office of Community Engagement									
Amount from Annual Allocation	$305,000		$331,757		$428,626		$0		
Amount from Prior Year Unallocated	$28,132		$0		$0		$0		
Neighborhood Services Supervisor	$28,132	*	$0		$0		$0		
Atwater	$71,837		$0		$110,591		$0		
Colvin	$82,488		$0		$122,898		$0		
Evergreen	$78,071		$0		$83,531		$0		
Stanley	$72,604		$0		$111,606		$0		
Housing and Community Services	**$50,000**		**$118,593**		**$78,593**		**$68,500**		
- Housing First Project Coordinator	$50,000		$68,593		$78,593		$68,500		
- Job Training	$0		$50,000		$0		$0		
Women's Services	**$275,000**		**$275,000**		**$275,000**		**$250,000**		
- Catholic Charities, Inc. - Harbor House	$125,125		$110,000		$105,036		$96,745		
- StepStone, Inc. Counseling and Support Groups	$0		$26,000		$26,000		$23,433		
- YWCA of Wichita - Women's Crisis Center/Safehouse	$149,875		$139,000		$143,964		$129,822		
Youth Crime Prevention and Enrichment	**$174,220**		**$125,000**		**$125,000**		**$125,000**		
-YMCA - Middle School After School	$104,253		$104,000		$101,907		$103,090		
- BBBS Leaders, Achievers, and Winners (LAW) Camp	$0		$0		$0		$0		
- Boys & Girls Clubs	$25,000		$0		$0		$0		
- Hope Street	$0		$0		$0		$0		
- Rainbows United	$38,472		$21,000		$23,093		$21,910		
- Urban League	$0		$0		$0		$0		
- Wichita Dream Center	$6,495		$0		$0		$0		
Training and Employment	**$199,364**	**	**$139,095**	**	**$188,177**		**$250,000**		
Amount from Annual Allocation	$100,000		$139,095		$146,650		$225,000		
Amount from Prior Year Unallocated	$99,364		$0		$41,527	*	$25,000		
- To be determined, pending RFP selection	$0		$0		$0		$25,000	*	
- The Way to Work Youth Employment	$0		$0		$146,650		$225,000		
- YMCA - Job Prep	$199,364		$0		$41,527		$0		
Total - Public Services	**$1,031,716**	**	**$989,445**	**	**$1,095,396**		**$1,078,500**	**	**$0**

* Total amount from prior year unallocated funds

** This total includes unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is 20% of annual allocation	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Housing and Community Services	**$439,020**	**$414,993**	**$464,511**	**$458,609**	
- CDBG Indirect Costs	$118,660	$54,993	$59,511	$84,124	
- CDBG Program Management Total Allocation	$315,360	$355,000	$400,000	$369,485	
- Fair Housing Initiatives	$5,000	$5,000	$5,000	$5,000	
Planning Department	**$25,000**	**$25,000**	**$25,000**	**$25,000**	
- Mandated Consolidated Plan Activities					
Total - Planning and Admin.	**$464,020**	**$439,993**	**$489,511**	**$483,609**	**$0**
UNALLOCATED TOTAL	**$527,496**	**$0**	**$116,527**	**$25,000**	
ANNUAL ALLOCATION - CDBG	**$2,579,615**	**$2,569,751**	**$2,780,875**	**$2,679,109**	
GRAND TOTAL - CDBG	**$3,107,111**	**$2,569,751**	**$2,897,402**	**$2,704,109**	

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, APRIL 1, 2014

HOME INVESTMENT PARTNERSHIPS PROGRAM HOME Activities	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION
HOME Investment Partnerships Administration	$148,563	$107,518	$104,740	$108,523	
HOME Indirect Costs	$11,959	$15,010	$18,050	$15,362	
HOME Operating Funds for CHDO's	$50,000	$50,000	$50,000	$50,000	
Operating Funds-Power CDC					
Operating Funds-MHRS					
HOMEownership 80 Program	$647,001	$429,286	$383,014	$319,972	
Boarded-up House Program	$200,000	$100,000	$100,000	$125,000	
Housing Development Loan Program	$247,706	$235,000	$147,637	$250,000	
Deferred Loan Program	$0	$0	$157,506	$70,000	
Total HOME Projects	**$1,305,229**	**$936,814**	**$960,947**	**$938,857**	**$0**

HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION
CHDO Set Aside - Total Allocation	**$339,049** *	**$288,461**	**$266,959**	**$300,000**	
Amount from Annual Allocation	$300,000	$288,461	$266,959	$0	
Amount from Prior Year Unallocated	$39,049	$0	$0	$0	
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	$176,144	$149,270	$175,000	$186,900	
Power CDC - Single Family Home Development	$162,905	$130,730	$91,959	$0	
Universal Design	$0	$8,461	$0	$0	
Unallocated CHDO Set Aside Funding	$0	$0	$0	$113,100	
Total CHDO Set Aside Projects	**$339,049**	**$288,461**	**$266,959**	**$300,000**	**$0**
Subtotal - HOME & CHDO Set Aside Projects					
**This amount includes $39,049.22 re-allocated from prior year unspent CHDO funds*					
UNALLOCATED TOTAL	**$39,049** *	**$0**	**$0**	**$0**	**$0**
ANNUAL ALLOCATION - HOME	**$1,605,229**	**$1,225,275**	**$1,227,906**	**$0**	**$0**
GRAND TOTAL - HOME	**$1,644,278**	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$0**

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, APRIL 1, 2014

EMERGENCY SHELTER GRANT	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION
		Replaced with Emergency Solutions Grant. See table below.			
Emergency Shelter Grant - Final Allocation	**$124,982**	**$0**	**$0**	**$0**	**$0**
Essential Services - Maximum Allocation (30%)	**$32,286**	**$0**	**$0**	**$0**	**$0**
- Catholic Charities - Anthony Family Shelter	$6,277	$0	$0	$0	$0
- Inter-Faith Ministries - Inter-Faith Inn	$869	$0	$0	$0	$0
- Inter-Faith Ministries - Safe Haven	$0	$0	$0	$0	$0
- Salvation Army - Emergency Lodge	$0	$0	$0	$0	$0
- United Methodist Open Door	$25,140	$0	$0	$0	$0
Maintenance and Operations	**$66,591**	**$0**	**$0**	**$0**	**$0**
- Catholic Charities - Anthony Family Shelter	$18,457	$0	$0	$0	$0
- Catholic Charities - Harbor House	$8,870	$0	$0	$0	$0
- Inter-Faith Ministries - Inter-Faith Inn	$19,451	$0	$0	$0	$0
- Inter-Faith Ministries - Safe Haven	$0	$0	$0	$0	$0
- Salvation Army - Emergency Lodge	$16,246	$0	$0	$0	$0
- YWCA - Women's Crisis Center	$3,567	$0	$0	$0	$0
Homeless Prevention - Maximum Allocation (30%)	**$20,000**	**$0**	**$0**	**$0**	**$0**
- Center of Hope - Rent Assistance	$20,000	$0	$0	$0	$0
Administration - Maximum Allocation (5%)	**$6,105**	**$0**	**$0**	**$0**	**$0**
- Housing & Community Services Department - ESG Administration	$4,730	$0	$0	$0	$0
- City Indirect Cost	$1,375	$0	$0	$0	$0
TOTAL EMERGENCY SHELTER GRANT	**$124,982** *	**$0**	**$0**	**$0**	**$0**
*Includes $29 unspent prior year funds					

EMERGENCY SOLUTIONS GRANT	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Emergency Solutions Grant - Final Allocation	**$70,331**	**$223,388**	**$187,471**	**$225,915**	**$0**
Homeless Assistance Maximum Allocation (60%)	**$20,126**	**$133,159**	$112,483	$135,549	**$0**
Emergency Shelter			**$112,100**	**$135,166**	**$0**
Catholic Charities - Harbor House	$15,125	$15,000	$12,600	$17,891	$0
Catholic Charities - St. Anthony Family Shelter	$0	$25,000	$21,000	$21,000	$0
Inter-Faith Ministries - Inter-Faith Inn	$0	$21,500	$18,100	$18,100	$0
Inter-Faith Ministries -Warming Souls Winter Shelter				$6,724	
The Salvation Army - Homeless Services	$0	$25,000	$21,000	$21,000	$0
United Methodist Open Door - Homeless Resource Center	$0	$35,000	$29,400	$29,400	$0
YWCA Women's Crisis Center	$5,001	$11,659	$10,000	$21,051	$0
					$0
Homeless Prevention & Rapid Re-Housing	**$41,029**	**$45,278**	**$85,625**	**$72,494**	**$0**
Homelessness Prevention	$24,629	$3,838	$15,232		$0
Center of Hope - Rent Assistance	$24,629	$3,838	$15,232	$18,124	$0
Rapid Re-Housing	$16,400	$41,440	$70,393 *		$0
City of Wichita - Housing and Community Services	$16,400	$41,440	$70,393 *	$54,370	$0
Homeless Management Information System (HMIS)	**$635**	**$3,500**	**$383**	**$1,311**	**$0**
United Way of the Plains	$635	$3,500	$383	$1,311	$0
Administration - Maximum Allocation (7.5% of total Award)	**$8,541**	**$16,754**	**$14,060**	**$16,944**	**$0**
- Housing & Community Services Department - ESG Administration	$5,026	$11,169	$9,373	$11,296	$0
- City Indirect Cost	$3,515	$5,585	$4,687	$5,648	$0
TOTAL EMERGENCY SOLUTIONS GRANT	**$70,331**	**$198,691**	**$212,168** *	**$225,915**	**$0**
**Includes $24,697 from prior year unexpended (Prevention) funds*					
ANNUAL ALLOCATION - ESG	**$195,313**	**$198,691**	**$187,471**	**$225,915**	**$0**
PRIOR YEAR UNEXPENDED FUNDS - ESG	**$0**	**$0**	**$24,697**	**$0**	**$0**
GRAND TOTAL	**$195,313**	**$198,691**	**$212,168**	**$225,915**	**$0**

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION		2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 COUNCIL ALLOCATION
	Emergency Shelter Grant - Final Allocation	**$125,133**	*	**$124,982**	**$0**	**$0**	**$0**
RFP	**Essential Services - Maximum Allocation (30%)**	**$37,540**		**$32,286**	**$0**	**$0**	**$0**
	- Catholic Charities - Anthony Family Shelter	$6,238		$6,277	$0	$0	$0
	- Inter-Faith Ministries - Inter-Faith Inn	$0		$869	$0	$0	$0
	- Inter-Faith Ministries - Safe Haven	$1,046		$0	$0	$0	$0
	- Salvation Army - Emergency Lodge	$0		$0	$0	$0	$0
	- United Methodist Open Door	$30,256		$25,140	$0	$0	$0
RFP	**Maintenance and Operations**	**$81,463**		**$66,591**	**$0**	**$0**	**$0**
	- Catholic Charities - Anthony Family Shelter	$23,530		$18,457	$0	$0	$0
	- Catholic Charities - Harbor House	$10,678		$8,870	$0	$0	$0
	- Inter-Faith Ministries - Inter-Faith Inn	$23,410		$19,451	$0	$0	$0
	- Inter-Faith Ministries - Safe Haven	$0		$0	$0	$0	$0
	- Salvation Army - Emergency Lodge	$19,552		$16,246	$0	$0	$0
	- YWCA - Women's Crisis Center	$4,293		$3,567	$0	$0	$0
RFP	**Homeless Prevention - Maximum Allocation (30%)**	$0		**$20,000**	**$0**	**$0**	**$0**
	- Center of Hope - Rent Assistance	$0		$20,000	$0	$0	$0
	Administration - Maximum Allocation (5%)	**$6,130**		**$6,105**	**$0**	**$0**	**$0**
	- Housing & Community Services Department - ESG Administration	$6,130		$4,730	$0	$0	$0
	- City Indirect Cost	$0		$1,375	$0	$0	$0
	TOTAL EMERGENCY SHELTER GRANT	**$125,133**	*	**$124,982**	**$0**	**$0**	**$0**
	*Includes $29 unspent prior year funds						

PO #	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
	Emergency Solutions Grant - Final Allocation	**$0**	**$70,331**	**$223,388**	**$187,471**	**$187,471**
	Homeless Assistance Maximum Allocation (60%)	**$0**	**$20,126**	**$133,159**	**$112,483**	**$112,483**
RFP	**Emergency Shelter**				**TBD**	**$112,100**
PO340709	Catholic Charities - Harbor House	$0	$15,125	$15,000	$0	$12,600
PO340710	Catholic Charities - St. Anthony Family Shelter	$0	$0	$25,000	$0	$21,000
PO340711	Inter-Faith Ministries - Inter-Faith Inn	$0	$0	$21,500	$0	$18,100
	The Salvation Army - Homeless Services	$0	$0	$25,000	$0	$21,000
PO340713	United Methodist Open Door - Homeless Resource Center	$0	$0	$35,000	$0	$29,400
PO340712	YWCA Women's Crisis Center	$0	$5,001	$11,659	$0	$10,000
	Homeless Prevention & Rapid Re-Housing		**$41,029**	**$69,975**	**$60,928**	**$60,928**
	Homelessness Prevention	$0	$24,629	$43,535	TBD	TBD
PO340728	Center of Hope - Rent Assistance	$0	$24,629	$43,535		
	Rapid Re-Housing	$0	$16,400	$26,440	TBD	TBD
	City of Wichita - Housing and Community Services	$0	$16,400	$26,440		
	Homeless Management Information System (HMIS)	$0	**$635**	**$3,500**	**TBD**	**$383**
	United Way of the Plains	$0	$635	$3,500		$383
	Administration - Maximum Allocation (7.5% of total Award)	$0	**$8,541**	**$16,754**	**$14,060**	**$14,060**
	- Housing & Community Services Department - ESG Administration		$5,026	$11,169	$9,373	$9,373
	- City Indirect Cost		$3,515	$5,585	$4,687	$4,687
	TOTAL EMERGENCY SOLUTIONS GRANT	**$0**	**$70,331**	**$223,388**	**$187,471**	**$187,471**
	GRAND TOTAL	**$125,133**	**$195,313**	**$223,388**	**$187,471**	**$187,471**

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Board of Park Commissioners Recommendation for Golf Courses. (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the green fee/cart fee increases.

Background: The Golf Advisory Committee was created in the spring of 2012 and tasked with reviewing operations, business and marketing plans in order to create a sustainable golf enterprise fund. The Board of Park Commissioners and the Golf Advisory Committee recognize the need to continue to study and analyze revenues and expenditures to ensure sustainability of the golf enterprise along with maintaining reasonable golf prices for the community. After reviewing the 2013 operations, the Committee recommended to the Board of Park Commissioners a green fee and cart fee increase plan. This plan was unanimously approved by the Board of Park Commissioners on December 16, 2013.

Analysis: The current rate structure at City golf courses is designed around weekday and weekend green fees and a season ticket plan for area residents. The current green fee rates at four of the City golf courses (Tex Consolver, L.W. Clapp, MacDonald and Sim) are $22 on weekdays and $24 on weekends. Green fees at Auburn Hills are $25 on weekdays and $30 on weekends.

The Board of Park Commissioners and Golf Advisory Committee recommend a green fee increase of $1 in 2014 at three of the five City courses: Tex Consolver, MacDonald, and Sim. Green fees at Auburn Hills and L.W. Clapp would remain the same. Adjustments are not recommended for Junior and Senior rates; those would remain the same. The recommendation would provide the Golf System with a tiered rate structure.

The Board of Park Commissioners and Golf Advisory Committee also recommend cart fee increases from the current 18 hole rate of $10.60 to $12 per person, and the current 9 hole rate of $6.05 to $7 per person. The current cart rate structure has been in place and unchanged since 2005.

Financial Considerations: On an annualized basis, the green fee increase is projected to generate an estimated $65,000 in additional revenue, and the cart fee increase is projected to generate an estimated $106,000 in revenue. The total financial impact of both increases to the Golf Fund is estimated at $171,000 annually. Any additional funds generated through fee adjustments would be used to reduce Golf debt, stabilize and increase Golf Fund operating balances and fund additional equipment replacement.

Legal Considerations: There are no legal considerations.

Recommendation/Action: It is recommended that the City Council approve the proposed golf course rate structure increase of $1 at MacDonald, Sim and Tex Consolver golf courses and the $1.40 (18 holes) and $0.95 (9 holes) cart fee increases effective April 1, 2014.

Agenda Item No. IV-3

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: USD 259 McKinney-Vento Summer Activity Camp Agreement. (Districts I, III, and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the agreement.

Background: For over 20 years, the City of Wichita has provided the Summer Activity Camp Program for children ages 6-14 through efforts by a variety of departments. This successful program offers various recreation programs for children in underserved and low-income areas of Wichita. The program is currently provided at Colvin, Evergreen and Lynnette Woodard/Atwater Recreation Centers and will be expanded to McAdams Recreation Center in 2014.

Analysis: In the Fall of 2012, the Wichita Park and Recreation Department was approached by USD 259 to provide instructional enrichment recreation programs through funding provided by the 21st Century Learning Grant that USD 259 received. USD 259 has developed a proposed agreement with the City of Wichita Park and Recreation Department to provide a summer activity camp recreation program to serve students who have been identified as homeless through the McKinney-Vento Program. The Summer Activity Camp will take place at the Colvin, Evergreen, Lynnette Woodard/Atwater and McAdams Recreation Centers from May 27 - July 25, 2014. The camp will provide summer academic enrichment and recreational activities to over 200 children and youth ages 6-14 years old that are in the McKinney-Vento program and area neighborhood at-risk students. This year meals will be provided by the USDA Summer Food Program which is sponsored by USD 259. The USD 259 School Board approved this agreement at its February 24, 2014 meeting.

Financial Consideration: The agreement will pay for existing staff, equipment, supplies, transportation and other related enrichment activities for the Summer Activity Camps. The agreement will not exceed $63,600. All expenditures made by the City of Wichita are 100% reimbursable for these programs.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement with USD 259 and authorize the necessary signatures.

Attachment: Agreement.

COMPANY AGREEMENT

This Agreement, by and between Unified School District No. 259, County of Sedgwick, State of Kansas (the **"School District"**), and **THE CITY OF WICHITA** (the **"Company"**) made and entered into this **1st DAY OF APRIL, 2014.**

NOW, THEREFORE, the parties do mutually agree as follows:

1. SERVICES: In consideration of the sum of **$____$63,600__** ***(includes all services, honorarium, travel, lodging, and any other expenses),*** the Company shall perform services as specified in Attachment "A"/Scope of Services**,** a copy of which is attached to this Agreement.

2. TERM: The term of the scope of services shall be from **APRIL 1, 2014 THROUGH August 31, 2014.** Notwithstanding the foregoing, the School District may terminate this Agreement at any time and for any reason, with or without cause, by providing the Company with thirty (30) days advance written notice.

3. PAYMENT: Payment for services rendered pursuant to this Agreement shall be made upon receipt of **original** invoice(s) in accordance and in conformity with payment dates for bills and claims as published by Business & Financial Services. Reimbursement for airfare, lodging and meal expenses shall comply with School District policies and reimbursement for such expenses will be made in accordance with such policies. Prior to payment, the Company must submit **an original,** dated, itemized invoice of services rendered. **(Photocopies or facsimiles of invoices will not be accepted.)** Any reimbursement for expenses included on the invoice(s) must be supported with attached original billing for such expenses.

4. REVIEW OF WORK: The School District shall have the right during the term of this Agreement to inspect or review the work of the Company and to require such oral or written reports of work progress from the Company as may be reasonably necessary to assure proper performance of this Agreement.

5. PRODUCTS AND PROCESS OWNERSHIP: All products, processes, or similar works prepared by the Company in the course of the performance of this Agreement shall be the exclusive property of the School District and will be released, if at all, only by and through the School District.

6. INDEMNIFICATION: The Company shall indemnify, protect, defend and save the School District harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees arising from damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring from the performance of the services specified to be performed herein. Upon timely written notice from the School District, the Company shall defend the School District in any action or proceedings brought thereon; provided, however, that nothing contained herein shall be construed as requiring the Company to indemnify the School District for any claims resulting from the negligence or willful misconduct of the School District or its officials, employees or agents.

7. INDEPENDENT CONTRACTOR: It is agreed and understood that the Company shall at all times and for all purposes be deemed an independent contractor and not an employee of the School District, particularly for, but not limited to, the purposes of worker's compensation and the Kansas Tort Claims Act. The parties agree that the Company shall be responsible for and shall supervise and direct the services rendered by Company's employees under this Agreement.

8. LOSS OF PERSONALTY: The parties agree the School District bears no liability for damages, theft, or other loss of any personal property of the Company which may occur on School District premises, whether such loss affects personalty secured or purchased by the Company, School District or by means of grant arrangements. If such personalty is material to the performance of the services listed above, it shall be the responsibility of the Company to replace it. The School District is the sole judge of materiality.

9. ASSIGNMENT AND DELEGATION: The services to be performed under this Agreement are deemed to be personal in nature and the parties agree the duties may not be delegated nor the Agreement assigned without prior written consent of the School District.

10. AMENDMENTS: The parties agree that no changes, additions, or modifications to this Agreement may be made except by written addendum signed by both parties.

11. DEFAULTS: This Agreement may be terminated by the School District at any time that it determines in its sole discretion that the services listed above are not being performed in accordance with this Agreement. Upon such termination the School District shall pay for services through the date of termination.

12. ADDITIONAL CONTRACTUAL PROVISIONS REQUIRED BY K.S.A. 72-8201c: This Company Agreement shall be subject to the following contractual provisions which shall control and prevail over any conflicting provisions contained elsewhere in this Company Agreement are any attachment hereto:

(a) Agreement with Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

(b) Cash Basis and Budget Law Requirements: The right of the Company and the School District to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure the Company and the School District shall at all times be in conformity with such laws. It is a condition of this Agreement that the Company and the School District reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws.

(c) Disclaimer Of Liability: Notwithstanding anything to the contrary elsewhere contained in this Agreement, the School District shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to this Agreement other than the Board of Education of the School District or the School District.

(d) Anti-Discrimination Clause: The Company agrees: (i) 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; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if the Company is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District; (vi) if it is determined that the Company has violated applicable provisions of ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District.

Parties to this Agreement understand that the provisions of this paragraph (d) (with the exception of those provisions relating to the ADA) are not applicable to a Company who employs fewer than four employees during the term of such Agreement or whose contracts with the School District cumulatively total $5,000 or less during the fiscal year.

(e) Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the School District or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the School District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

(f) Representative's Authority To Contract: By signing this Agreement, the representative of the Company thereby represents that such person is duly authorized by the Company to execute this Agreement on behalf of the Company and that the Company agrees to be bound by the provisions thereof.

(g) Responsibility For Taxes: The School District 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 Agreement.

(h) Insurance: The School District shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the School District 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

(i) IRCA: The Company agrees that it is solely responsible for its compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), as amended. Company agrees that it will send only work-authorized individuals to District worksites and will only use work-authorized individuals to perform work pursuant to the Agreement. If Company knowingly violates IRCA or the regulations implementing IRCA, the School District shall be entitled to immediately terminate this Agreement for cause.

(j) Information: No provision of this Agreement 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*.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the date of its signing.

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS

By _____
John Allison, Superintendent of Schools

ATTEST:

By _____
Mike Willome, Clerk of the Board

APPROVED:

By _____
Denise Seguine, Assistant Superintendent of Learning Services

By _____
Holly Schnedler, Grant Manager

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED:

By _____
Doug Kupper, Director of Parks & Recreation

By _____
Gary Rebenstorf, Director of Law and City Attorney

Summer Activity Camp Recreation Program

City of Wichita Parks and Recreation

Company Agreement
ATTACHMENT "A"/SCOPE OF SERVICES
An itemized list of services may be listed below

Wichita Public Schools in Partnership with City of Wichita Parks and Recreation

- The program will take place in a safe and easily accessible facility, which is licensed by the Kansas Department of Health and Environment, Bureau of Child Care Licensing and Regulation
- The program will serve students who have been identified as homeless through the McKinney-Vento Program with the goal of serving 175 homeless youth
- The program will primarily serve students who qualify to receive free or reduced-cost meals.
- Registration and weekly fees are waived for those 175 students designated as homeless through the McKinney-Vento program

Location of summer program:

- Evergreen Recreation Center-2700 N. Woodland
- Colvin Recreation Center-2820 S. Roosevelt
- Lynette Woodard Recreation Center-2750 E. 18th/Atwater Neighborhood City Hall 2755 E. 19th
- McAdams Recreation Center- 1329 E. 16th

Purpose: to provide summer academic, enrichment and recreational program to children and youth ages 6 years to 14 years of age who are in the McKinney-Vento Homeless program and neighborhood at risk students. Children will attend for 9 weeks.

Operation of Services- May 27th, 2013 to July 25th, 2014 /no programs on Friday, July 4th.

Evergreen Recreation (50 Students)

- 7:00 a.m. – 4:00 p.m.
- AM Snack
- Lunch (Provided by USD 259 Summer Nutrition Program)
- PM Snack

Colvin Recreation Centers (50 Students)

- 9:00 a.m. – 6:00 p.m.
- AM Snack
- Lunch (Provided by USD 259 Summer Nutrition Program)
- PM Snack

Lynette Woodard/Atwater Recreation Center (Serves 20 students)

- 1:00-5:00 pm
- Lunch (Provided by USD 259 Lunch Program, prior to summer program.)
- PM Snack

McAdams Recreation Center (Serves 55 Students)

- 7:00 a.m. – 4:00 p.m.
- AM Snack
- Lunch (provided by USD 259 Summer Nutrition Program)
- PM Snack

Program Activities:

- Academic (Literacy based activities)
- Enrichment Program (food & nutrition, music, art, dance, cultural)
- Guest presenters (community involvement)
- Recreational sport activities and table games
- Arts and Crafts
- Field Trips
- Summer Family Program
- Community Career Fair

Staffing:

Evergreen Recreation Center

- 2 Head Counselor-Full time
- 3 Assistant Counselors-Full time

Colvin Recreation Center

- 2 Head Counselor-Full time
- 3 Assistant Counselors-Full time

McAdams Recreation Center

- 2 Head Counselor-Full time
- 1 Assistant Counselor Full time

Lynette Woodard/Atwater Recreation Center

- 2 Head Counselor -Part time
- I Assistant Counselor-Part time

Total Budget: $63,600.00

- Staffing-Wages
- Background checks
- Supplies
- Field Trips
- Enrichment / Guest Instructors

City of Wichita
City Council Meeting
April 1, 2014

TO: Wichita Housing Authority Board

SUBJECT: Janitorial Services for Public Housing Common Areas - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Non-Consent)

Recommendation: Approve the selection of Air Capital Building Maintenance as the Public Housing janitorial contractor and authorize necessary signatures.

Background: The City of Wichita Housing Authority (WHA) owns and manages two high rise apartment buildings (Greenway Manor and McLean Manor) and two garden apartment communities (Rosa Gragg and Bernice Hutcherson). Each garden apartment community has a clubhouse. WHA is responsible for cleaning the common areas in the high rise buildings and the clubhouses, including restrooms, hallways, laundry rooms, and community rooms. The expiring contract with the current vendor, Steam Supreme Carpet and Upholstery Cleaning, was $37,320 annually.

Analysis: A Request for Proposal for janitorial services for the two high rises and the garden apartment clubhouses was issued to 93 firms on January 24, 2014. Seven companies submitted proposals and four were interviewed. Proposals were evaluated as outlined in AR1.2 by a Staff, Screening and Selection Committee (Committee) with members from the City Manager's Office, the departments of Law, Finance, Public Works & Utilities, Public Works Engineering, and Metropolitan Area Planning and Purchasing. Committee members rated the proposals using evaluation criteria listed in the Request for Proposal.

The Committee unanimously recommends Air Capital Building Maintenance Company to provide the cleaning services, based on evaluation of the vendor's adequacy of staffing, equipment, experience with similar work and references. Air Capital proposed to add an additional semi-annual scrub and recoat of all vinyl composition tile (VCT) to enhance the appearance of the facilities, and ensure there is always a noticeable clean shine. WHA staff believe this is a value add because the VCT tile floors are worn and the additional scrub and shine will aid in marketing the building to potential new residents and increase residents' opinion of the building they call home.

Financial Considerations: The contract with Air Capital Building Maintenance is $44,670 annually which is an increase of $7,350 from the expiring contract. Funding for this contract is included in the Public Housing operating budget and will not require local funding.

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

Recommendation/Action: It is recommended that the Housing Authority Board approve the selection of Air Capital Building Maintenance as the Public Housing janitorial contractor and authorize necessary signatures.

Attachment: Contract between City of Wichita Housing Authority and Air Capital Building Maintenance.

CONTRACT

for

JANITORIAL SERVICES FOR: GREENWAY MANOR @ 315 RIVERVIEW, MCLEAN MANOR @ 2627 W. 9TH STREET, ROSA GRAGG CLUBHOUSE @ 520 W. 25TH STREET NORTH, BERNICE HUTCHERSON CLUBHOUSE @ 2000 N. WELLINGTON PLACE

BLANKET PURCHASE ORDER NUMBER BP440020

THIS CONTRACT entered into this 1st day of April 1, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **STEPHENS INDUSTRIES INC. DBA AIR CAPITAL BUILDING MAINTENANCE COMPANY** (Vendor Code Number 810098-002), whose principal office is at 1999 N. Amidon, Suite 130, Wichita Kansas, 67203, Telephone Number (316) 838-3828, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Janitorial Services for: Greenway Manor @ 315 Riverview, McLean Manor @ 2627 W. 9th Street, Rosa Gragg Clubhouse @ 520 W. 25th Street North, Bernice Hutcherson Clubhouse @ 2000 N. Wellington Place** (Formal Proposal – FP440001) [Commodity Code Number 91039]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440001 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440001, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for Janitorial Services for: Greenway Manor @ 315 Riverview, Mclean Manor @ 2627 W. 9th Street, Rosa Gragg Clubhouse @ 520 W. 25th Street North, Bernice Hutcherson Clubhouse @ 2000 N. Wellington Place, Wichita, Kansas for Formal Proposal – FP440001 [Commodity Code Number 91039], for the Housing & Community Services Department / Public Housing Division as shown below as compensation as per the

proposal, plans, specifications, addenda and **VENDOR's** proposal of February 11, 2014, and as approved by the City Council on April 1, 2014.

Description	**Cost Per Month**
Greenway Manor	$1,587.50
McLean Manor	$1,738.00
Rosa Gragg Clubhouse	$198.50
Bernice Hutcherson Clubhouse	$198.50

Billing Terms – Net Thirty (30) Days

3. **Term.** The term of this contract shall be from **May 1, 2014 through April 30, 2015,** with options to renew the contract under the same terms and conditions for two (2) 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 **VENDOR.**

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **ten thousand dollars ($10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. **Indemnification and Insurance.**

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

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

1. Comprehensive General Liability covering premises—operations, xcu (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	$500,000 each occurrence
	$500,000 each aggregate

Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

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

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

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

7. Compliance with Laws. VENDOR 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 **VENDOR** under this Contract are personal and cannot be assigned,delegated, sublet or transferred without the specific written consent of the **CITY**.

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

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 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 or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

STEPHENS INDUSTRIES INC. DBA AIR CAPITAL BUILDING MAINTENANCE COMPANY

Signature

Scot Wilken

Print Name

Vice 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, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be

deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

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

EXHIBIT B

Section 3 Clause of the Housing and Urban Development Act of 1968

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Wichita, Kansas
March 31, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated March 24, 2014, were read and on motion approved.

Bids were opened March 28, 2014, pursuant to advertisements published on:

Forestview from the south line of Lot 27, Block C to the north line of Lost Creek, and on Lost Creek from the west line of Forestview, east to the east line of Lot 21, Block A to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (472-84069/766305/490323) Does not affect existing traffic. (District V)

Kansas Paving Company - $215,427.40

Verona from the west line of 135th Street West to the southwest corner of Lot 17, Block 2; Verona Circle from the west edge of Verona to the southwest corner of Lot 15, Block 1; Verona Court from the north edge of Verona to a point approximately 80 feet to the north serving Lots 1-2, Block 1; Siena from the south line of Verona to the southwest corner of Lot 41, Block 1; and Siena Court from the west edge of Siena to a point approximately 180 feet to the west serving Lots 20-30, Block 2 to serve Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th Street West) (472-85128/766303/490321) Does not affect existing traffic. (District IV)

Kansas Paving Company - $541,967.70

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/ENGINEERING DIVISION: Large Concrete Pipe and Related Fittings.

Hanson Pressure Pipe Inc. - $157,351.00

PUBLIC WORKS AND UTILITIES DEPARTMENT /WATER DISTRIBUTION DIVISON: Mini Backhoe/Loader.

Sellers Equipment Inc. - $75,399.00 Base Bid
$0.00 Option 1
$0.00 Option 2
$2,366.00 Option 3
$8,279.00 Option 4
$822.00 Option 6
$2,875.00 Option 8

INFORMATION TECHNOLOGY DEPARTMENT /INFORMATION SERVICES: STMI add for IP Stations and SIP Trunks.

Unify Inc. *- $26,748.53
*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: March 31, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
March 28, 2014

Paving – Forestview (south of 13th Street North, east of 135th Street West) – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **$215,427.40**

Paving – Verona, Verona Cir., Verona Ct., Siena and Siena Ct. – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **$541,967.70**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
March 28, 2014

Large Diameter Reinforced Concrete Pipe & Related Fittings – Public Works & Utilities Department/Engineering Division
Hanson Pressure Pipe, Inc. **$157,351.00**

Mini Backhoe/Loader – Public Works & Utilities Department/Water Distribution Division

Sellers Equipment, Inc.	**Base Bid**	**$75,399.00**
	Option 1 (Add) (Per Each)	**Standard**
	Option 2 (Add) (Per Each)	**Standard**
	Option 3 (Add) (Per Each)	**$2,366.00**
	Option 4 (Add) (Per Each)	**$8,279.00**
	Option 6 (Add) (Per Each)	**$822.00**
	Option 8 (Add) (Per Each)	**$2,875.00**

STMI Add for IP Stations & SIP Trunks – Information Technology Department/Information Services (IT/IS)
Unify, Inc. **Sole Source of Supply, Ordinance No. 35-856, Section 2(b)** **$26,748.53**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 28, 2014

RQ#440340

FB#440049		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Forestview		$244,318.00	$227,171.60	$229,207.10	$215,427.40
(south of 13th Street North, east of 135th Street West)	BID BOND				
	ADDENDA	2	X	X	X
472-84069 (766305)					
		Engineer's Construction Estimate	Dondlinger & Sons		
Forestview		$244,318.00			
(south of 13th Street North, east of 135th Street West)	BID BOND				
	ADDENDA	2			
472-84069 (766305)					
		Engineer's Construction Estimate			
Forestview		$244,318.00			
(south of 13th Street North, east of 135th Street West)	BID BOND				
	ADDENDA	2			
472-84069 (766305)					
		Engineer's Construction Estimate			
Forestview		$244,318.00			
(south of 13th Street North, east of 135th Street West)	BID BOND				
	ADDENDA	2			
472-84069 (766305)					

CHECKED BY: KD

REVIEWED BY: [illegible]

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 28, 2014

RQ#440341

FB#440050		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Verona, Verona Cir, Verona Ct, Siena and Siena Ct		$685,459.00	$564,709.85	$576,259.20	$541,967.70
(north of Kellogg, west of 135th Street West)	BID BOND				
	ADDENDA	1	X	X	X
472-85128 (766303)					
		Engineer's Construction Estimate	Dondlinger & Sons		
Verona, Verona Cir, Verona Ct, Siena and Siena Ct		$685,459.00			
(north of Kellogg, west of 135th Street West)	BID BOND				
	ADDENDA	1			
472-85128 (766303)					
		Engineer's Construction Estimate			
Verona, Verona Cir, Verona Ct, Siena and Siena Ct		$685,459.00			
(north of Kellogg, west of 135th Street West)	BID BOND				
	ADDENDA	1			
472-85128 (766303)					
		Engineer's Construction Estimate			
Verona, Verona Cir, Verona Ct, Siena and Siena Ct		$685,459.00			
(north of Kellogg, west of 135th Street West)	BID BOND				
	ADDENDA	1			
472-85128 (766303)					

CHECKED BY: KD

REVIEWED BY: KJ

ep.wichita.gov

Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440045 Large Concrete Pipe & Related Fittings

Close Date/Time: 3/28/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works & Utilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
HANSON PRESSURE PIPE INC	Complete	$157,351.00	Award 4/1/2014 Public Works & Utilities Department/Engineering Division

Top of the Page

POWERED BY COGSDALE

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440046 Mini Backhoe/Loader

Close Date/Time: 3/28/2014 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Water Distribution

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
SELLERS EQUIPMENT INC	Partial	$97,226.00	Award 4/1/2014 Base Bid w/Opts 1-4, 6, & 8 Public Works & Utilities Depart/Water Distribution Div

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POWERED BY COGSDALE

CITY OF WICHITA

Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440046 Mini Backhoe/Loader

Close Date/Time: 3/28/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Go to: 001

Return to the Bid List

Responses: 1

Line 001 Base Bid: New Unused Current Model Rubber Tired Mini Tractor-Loader/Backhoe Manufacturer_____ Model_____ Year_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$75,399.0000	$75,399.00	Complete	Manufacturer: JCB Model: 2CX Year: 2014

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Line 002 OPTION #1 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$0.0000	$0.00	Complete	Standard

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Line 003 OPTION #2 Quick Disconnect Loader Bucket

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$0.0000	$0.00	Complete	Standard

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Line 004 OPTION #3 48" Quick Disconnect Loader Forks

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$2,366.0000	$2,366.00	Complete	

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Line 005 OPTION #4 Sweeper Attachment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$8,279.0000	$8,279.00	Complete	

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Line 006 OPTION #5 Hammer Attachment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$7,485.0000	$7,485.00	Complete	

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Line 007 OPTION #6 Additional Warranty: 2 Year / 2,000 Hour Warranty on the Hydraulic System and the Powertrain to Include Parts and Labor in Addition to the Standard Warranty for Coverage for a Minimum of 3 Year / 3,000 Hours

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$822.0000	$822.00	Complete	

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Line 008 OPTION #7 2-Lever Pilot Controls with Pattern Changer for Backhoe

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

SELLERS EQUIPMENT INC

No Bid.

Top of the Page

Line 009 OPTION #8 Glide Ride-Reduces Bucket Spill When Traveling Over Rough Terrain

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$2,875.0000	$2,875.00	Complete	

Top of the Page

POWERED BY COGSDALE

March 31, 2014

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: STMI Add for IP Stations & SIP Trunks

Product: $23,797.53
Labor: $2,951.00

FOR A TOTAL OF $26,748.53

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Technology/Information Services

Vendor	Reference Authority	Cost
Unify Inc.	Ordinance No. 35-856 Section 2 (b)	$26,748.53

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 1, 2014

a. 2014 Sanitary Sewer Reconstruction Phase 3 (north of Pawnee, east of Meridian) (468-84939/ 620703/664008) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $288,000.00

b. Storm Water Drain #391 to serve The Ranch Addition (south of 21st Street North, west of 159th Street East) (468-84921/751523/485414) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $962,000.00

To be Bid: March 21, 2014

PRELIMINARY ESTIMATE of the cost of:
2014 Sanitary Sewer Reconstruction Phase 3
(north of Pawnee, east of Meridian)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS			
1	Pipe, SS 8"	1,738	lf	
2	Pipe Removed (8")	1,738	lf	
3	Point Repair (Site 2)	1	LS	
4	MH Frame & Cover, Replaced	16	ea	
5	MH Bench & Invert, Rem & Replaced	2	ea	
6	Concrete Driveway Rem & Replaced	14	lf	
7	AC Pavement Removed & Replaced (incl curb/gutter)	31	lf	
8	Fill, Flowable	31	lf	
9	Site Clearing	1	LS	
10	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS			
11	Service Reconnection, Sewer (4")	59	ea	
12	BMP, Construction Entrance	4	ea	
13	BMP, Back of Curb Protection	100	lf	
14	BMP, Erosion Control Mat	165	sy	
15	BMP, Curb Inlet Protection	1	ea	
	Construction Subtotal			
	Engineering & Inspection			
	Administration (3%)			
	Publication			
	Total Estimated Cost			$288,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

664008 (620703) 468-84939
Page_____

EXHIBIT____

To be Bid: March 21, 2014

PRELIMINARY ESTIMATE of the cost of:
Storm Water Drain #391 to serve The Ranch Addition
(south of 21st Street North, west of 159th Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Grading, Mass	1	LS
2	Excavation	112,480	cy
3	Pond Sealing	1	LS
4	Pipe Removed	240	lf
5	Pipe, SS 8"	50	lf
6	Pipe, SWS 12" PVC	111	lf
7	Pipe, SWS 15"	146	lf
8	Pipe, SWS 18" PVC	98	lf
9	Pipe, SWS 24"	206	lf
10	Pipe, SWS 30"	111	lf
11	Pipe, SWS 36"	1,353	lf
12	Pipe, End Section 15"	1	ea
13	Pipe, End Section 18"	2	ea
14	Pipe, End Section 36"	8	ea
15	Pipe Stub, 12"	4	ea
16	Concrete Collar	7	ea
17	Fill, Sand (Flushed & Vibrated)	114	lf
18	Inlet, Curb (Type 1A) (L=5' W=3')	1	ea
19	Inlet, Curb (Type 1A) (L=10' W=3')	4	ea
20	Inlet, Curb (Type 1A) (L=10' W=4')	1	ea
21	Inlet, Curb (Type 1A) (L=10' W=5')	1	ea
22	Inlet, Drop (Double)	2	ea
23	MH, Reinforced Concrete	1	ea
24	MH, Standard SWS (6')	1	ea
25	MH, Shallow SWS (6')	1	ea
26	Inlet Manhole	4	ea
27	Gabion Basket	23	cy
28	Rip-Rap, Light Stone	111	sy
29	Rip-Rap, Heavy Stone	300	sy
30	Removal of Existing Structures	1	LS
31	Seeding	1	LS
32	Site Clearing	1	LS
33	Site Restoration	1	LS
34	Pipe, SWS 18"	40	lf
	MEASURED QUANTITY BID ITEMS		
35	Tree Trimming & Removal	1	hr
36	BMP, Construction Entrance	1	ea
37	BMP, Ditch Check	4	ea
38	BMP, Drop Inlet Protection	3	ea
39	BMP, Erosion Control Berm	1,046	lf
40	BMP, Erosion Control Mat	13,646	sy
41	BMP, Silt Fence	685	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Tree Trimming & Removal Overrun

Total Estimated Cost $962,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

485414 (751523) 468-84921
Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Petition for Improvements to Caliendo 11th Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for a lot split and are valid per Kansas Statute.

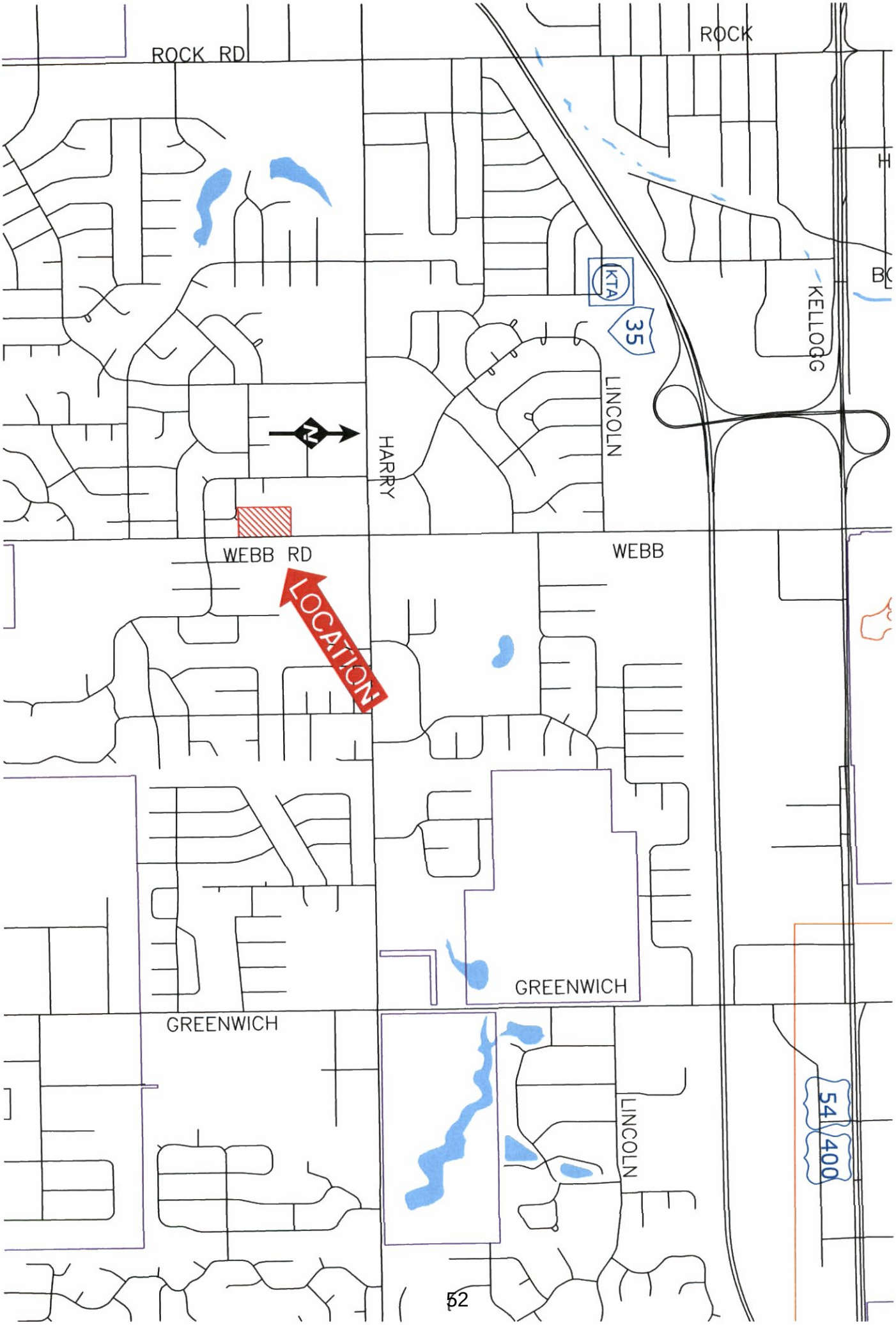
Analysis: The project will provide sanitary sewer and storm water sewer improvements required for a new commercial development located south of Harry, west of Webb.

Financial Considerations: The petition totals are $12,000 for the sanitary sewer and $20,500 for the storm water sewer. The funding source for both projects is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.


ROCK RD
ROCK
KTA
35
KELLOGG
LINCOLN
HARRY
WEBB RD
WEBB
LOCATION
GREENWICH
GREENWICH
LINCOLN
54
400

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 468-84941

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Apr 1, 2014 REQUEST DATE:

PROJECT # : PROJECT TITLE: Lat 15, M 9, WIS for Caliendo 11th Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lat 15, M 9, WIS for Caliendo 11th Addition

OCA # : OCA TITLE: Lat 15, M 9, WIS for Caliendo 11th Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$12,000.00	2999 Contractuals	$12,000.00
	$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:	$12,000.00	**EXPENSE TOTAL:**	$12,000.00

NOTES: Hold for LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 468-84942

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Apr 1, 2014 REQUEST DATE:

PROJECT # : PROJECT TITLE: SWS 677 for Caliendo 11th Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: SWS 677 for Caliendo 11th Addition

OCA # : OCA TITLE: SWS 677 for Caliendo 11th Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$20,500.00	2999 Contractuals	$20,500.00
	$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:	$20,500.00	**EXPENSE TOTAL:**	$20,500.00

NOTES: Hold for LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED

FEB 14 '14

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lateral 15, Main 19 WIS

Dear Council Members:

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

468-84941

CALIENDO 11TH ADDITION

Lot 2 EXCEPT beginning at the northeast corner of Lot 2, thence S 00°52'52" E, 165.00'; thence S 89°14'33" W, 279.00'; thence, N 00°56'12" W, 165.00' to the northwest corner of Lot 2; thence N 89°14'34" E, 279.16' to the point of beginning.

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being **Twelve Thousand Dollars ($12,000),** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after **March 1, 2014.**

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

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **square foot** basis:

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

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
CALIENDO 11TH ADDITION		
Lot 2 EXCEPT beginning at the northeast corner of Lot 2, thence S 00°52'52" E, 165.00'; thence S 89°14'33" W, 279.00'; thence, N 00°56'12" W, 165.00' to the northwest corner of Lot 2; thence N 89°14'34" E, 279.16' to the point of beginning.	Jeff W. Bannon	2/14/14
	Melinda Bannon	2/14/2014

RECEIVED
FEB 14 '14
CITY CLERK OFFICE

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Julianne Kallman
Name

455 N. Main
Address

268-4236
Telephone Number

Sworn to and subscribed before me this 14 day of Feb, 2014.

Karen Sorbet, MMC
~~Deputy~~ City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED
FEB 14 '14
CITY CLERK OFFICE

STORM WATER PETITION

To the Mayor and City Council
Wichita, Kansas

SWS # 677

Dear Council Members:

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

468 - 84942

CALIENDO 11th ADDITION

Lot 2 beginning at the northeast corner of Lot 2, thence S 00°52'52" E, 165.00'; thence S 89°14'33" W, 279.00'; thence, N 00°56'12" W, 165.00' to the northwest corner of Lot 2; thence N 89°14'34" E, 279.16' to the point of beginning.

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

(a) That there be constructed a storm water extension to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being **Twenty Thousand Five Hundred Dollars ($20,500),** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after **March 1, 2014.**

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

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **square foot** basis:

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

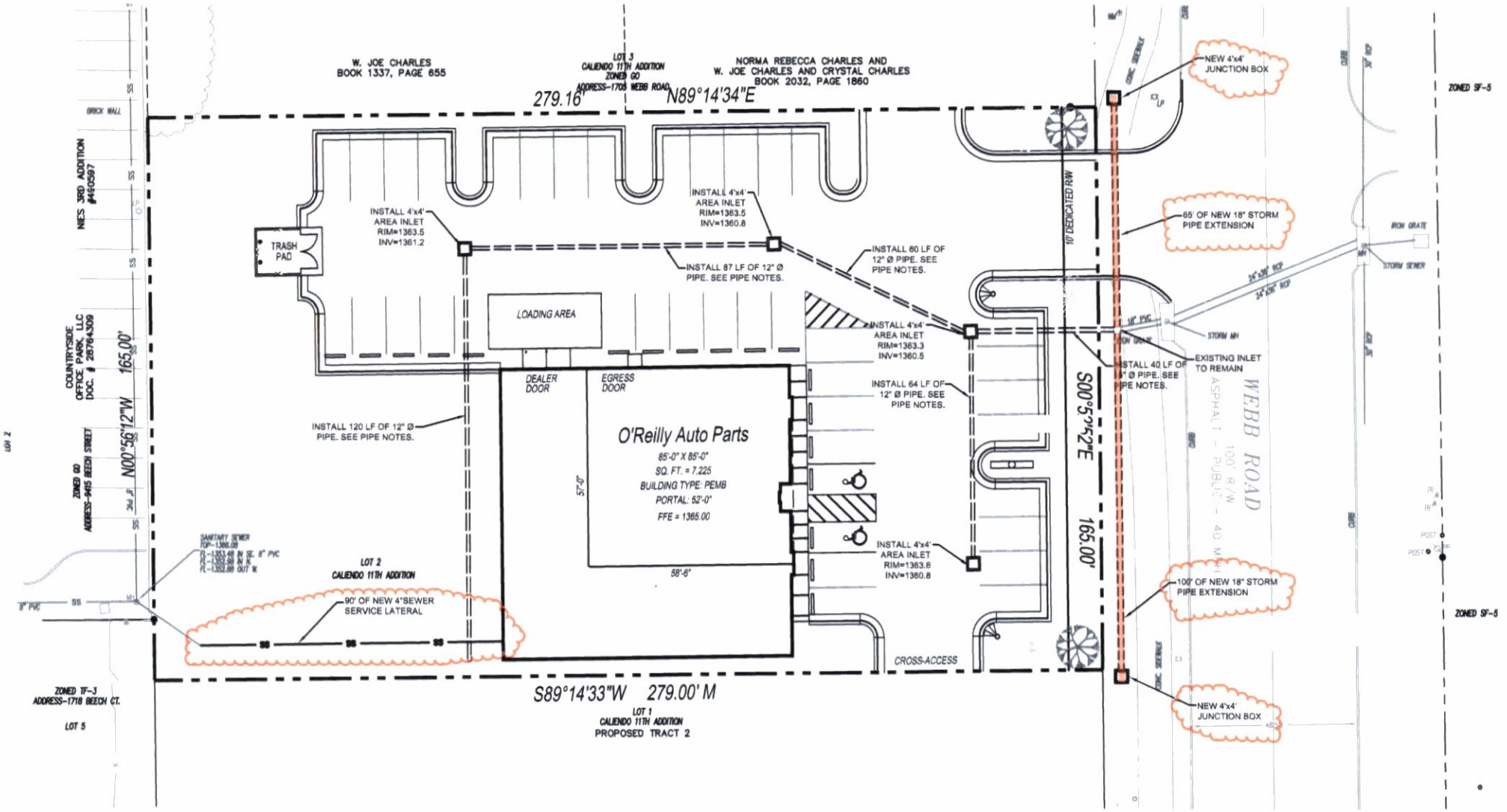
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
CALIENDO 11TH ADDITION		
Lot 2 beginning at the northeast corner of Lot 2, thence S 00°52'52" E, 165.00'; thence S 89°14'33" W, 279.00'; thence, N 00°56'12" W, 165.00' to the northwest corner of Lot 2; thence N 89°14'34" E, 279.16' to the point of beginning.	Jeff W. Bannon Melinda Bannon	2/14/2014 2/14/2014


W. JOE CHARLES
BOOK 1337, PAGE 655
LOT 3
CALIENDO 11TH ADDITION
ZONED GO
ADDRESS-1705 WEBB ROAD
NORMA REBECCA CHARLES AND
W. JOE CHARLES AND CRYSTAL CHARLES
BOOK 2032, PAGE 1860
279.16'
N89°14'34"E
ZONED SF-5
NEW 4'x4' JUNCTION BOX
65' OF NEW 18" STORM PIPE EXTENSION
10' DEDICATED R/W
INSTALL 4'x4' AREA INLET RIM=1363.5 INV=1361.2
INSTALL 4'x4' AREA INLET RIM=1363.5 INV=1360.8
INSTALL 87 LF OF 12" Ø PIPE. SEE PIPE NOTES.
INSTALL 60 LF OF 12" Ø PIPE. SEE PIPE NOTES.
TRASH PAD
LOADING AREA
INSTALL 4'x4' AREA INLET RIM=1363.3 INV=1360.5
INSTALL 64 LF OF 12" Ø PIPE. SEE PIPE NOTES.
INSTALL 40 LF OF 18" Ø PIPE. SEE PIPE NOTES.
EXISTING INLET TO REMAIN
STORM MH
IRON GRATE
STORM SEWER
DEALER DOOR
EGRESS DOOR
O'Reilly Auto Parts
85'-0" X 85'-0"
SQ. FT. = 7,225
BUILDING TYPE: PEMB
PORTAL: 52'-0"
FFE = 1365.00
57'-0"
58'-6"
INSTALL 120 LF OF 12" Ø PIPE. SEE PIPE NOTES.
INSTALL 4'x4' AREA INLET RIM=1363.6 INV=1360.8
S00°56'52"E
165.00'
WEBB ROAD
100' R/W
ASPHALT - PUBLIC - 40 MPH
NIES 3RD ADDITION
#450597
BRICK WALL
COUNTRYSIDE OFFICE PARK, LLC
DOC. # 2876430
ZONED GO
ADDRESS-1415 BEECH STREET
N00°56'12"W 165.00'
LOT 2
SANITARY SEWER
LOT 2
CALIENDO 11TH ADDITION
90' OF NEW 4" SEWER SERVICE LATERAL
100' OF NEW 18" STORM PIPE EXTENSION
CROSS-ACCESS
ZONED SF-5
ZONED TF-3
ADDRESS-1718 BEECH CT.
LOT 5
S89°14'33"W 279.00' M
LOT 1
CALIENDO 11TH ADDITION
PROPOSED TRACT 2
NEW 4'x4' JUNCTION BOX

RECEIVED

FEB 14 '14

CITY CLERK OFFICE

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Julianne Kallman
Name

455 N. Main
Address

268-4236
Telephone Number

Sworn to and subscribed before me this 14 day of Feb, 2014.

Karen Sublett, MMC
~~Deputy~~ City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

132019

First Published in the Wichita Eagle on April 4, 2014

RESOLUTION NO. 14-094

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 19, WAR INDUSTRIES SEWER (SOUTH OF HARRY, WEST OF WEBB) 468-84941** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 19, WAR INDUSTRIES SEWER (SOUTH OF HARRY, WEST OF WEBB) 468-84941** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 15, Main 19, War Industries Sewer (south of Harry, west of Webb) 468-84941.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Twelve Thousand Dollars ($12,000)**, exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2014**, exclusive of the costs of temporary financing.

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

CALIENDO 11TH ADDITION

Lot 2 EXCEPT beginning at the northeast corner of Lot 2, thence S 00º52’52” E, 165.00’; thence S 89º14’33” W, 279.00’; thence, N 00º56’12” W, 165.00’ to the northwest corner of Lot 2; thence N 89º 14’34” E, 279.16’ to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of April, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

RESOLUTION NO. 14-095

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 677 (SOUTH OF HARRY, WEST OF WEBB) 468-84942** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 677 (SOUTH OF HARRY, WEST OF WEBB) 468-84942** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 677 (south of Harry, west of Webb) 468-84942.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty Thousand Five Hundred Dollars ($20,500)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2014**, exclusive of the costs of temporary financing.

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

CALIENDO 11TH ADDITION

Lot 2 beginning at the northeast corner of Lot 2, thence S 00º52’52” E, 165.00’; thence S 89º14’33” W, 279.00’; thence, N 00º56’12” W, 165.00’ to the northwest corner of Lot 2; thence N 89º 14’34” E, 279.16’ to the point of beginning.

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

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

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

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

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

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

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

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of April, 2014.

_____

CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 3 for Improvements to 37th Street North, Broadway to Hydraulic (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Design Agreement No. 3.

Background: On August 19, 2008, the City entered into an agreement with Professional Engineering Consultants (PEC) for the design of paving improvements to 37th Street North from Broadway to Hydraulic. The following agreements with PEC have been approved by the City Council to-date:

Agreement	Date Approved	Services Provided	Cost
Original	August 19, 2008	Original design services agreement.	$249,000
SA 1	March 20, 2012	Design of a right turn lane for the west leg of Broadway, and additional water and sewer improvements.	$22,570
SA 2	September 13, 2013	Supplemental design services for a required Section 408 permit, and design of waterline relocations, T-Works signing, and an additional median at the half-mile line between Broadway and Hydraulic required by the Burlington Northern Santa Fe (BNSF) Railway.	$53,300
		Total design fee to-date:	$324,870

Analysis: Additional services are requested of PEC for surveying and coordination with the Kansas State Historical Society regarding the preservation of section corner monuments within the project area. When the original design agreement was approved in 2008, the City had a licensed surveyor on staff to provide these services. The State of Kansas requires the expertise of a licensed surveyor for the monument preservation. The City no longer retains a licensed surveyor on staff, so a supplemental agreement is required to obtain the services and meet State requirements.

Financial Considerations: The cost of the additional services is $2,400. The addition of this supplemental agreement brings the design contract total to $327,270. Funding is available within the existing budget, which was approved by the City Council on July 16, 2013.

Legal Considerations: The Law Department has reviewed and approved Supplemental Design Agreement No. 3 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 3 and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

Attachments: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the 37TH STREET NORTH, BROADWAY TO HYDRAULIC IMPROVEMENTS (Project No. 472 84692).

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

WHEREAS, it is the desire of both parties that the 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:

Additional Scope of Services
(see Exhibit "A-1")

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 will increase the total contract by **$2,400.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____

ATTEST:

_____

SCOPE OF SERVICES (Additional)
For
37th STREET NORTH, BROADWAY TO HYDRAULIC
(Project No. 472-84692)

1. Following the City's Contractor selection process and 24 hours (minimum) notice from the City in advance of construction, a Licensed Land Surveyor is required by KSA Chapter 58, Article 20, Statute 58-2011 to obtain reference ties of all section corners within the project limits that will be endangered, disturbed or removed by construction activities. The reference reports are to be submitted to the Kansas State Historical Society by the Surveyor with file copies provided to the City of Wichita's Construction Engineer.
2. Following the Contractor's pavement construction activities, the Licensed Surveyor will be required to "mark" the monument locations so that City forces can core and install cast iron monument boxes.
3. Following the City's installation of monument boxes and 3 business days (minimum) notice from the City, the Licensed Surveyor is required to re-establish the monuments in the boxes and file the appropriate records with the Kansas State Historical Society.

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

March 3, 2014

Mr. Gary Janzen, P.E.
City Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 3
37th Street North, Broadway to Hydraulic
COW Project No. 472-84692
PEC Project No. 32-08207-0042

Dear Mr. Janzen:

In accordance with Paragraph IV. B.2. of the agreement dated August 19, 2008 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 3 for the project.

Following is a summary of requested modified payment provisions for the additional services:

Original Contract :	$249,000.00
Supplemental Agreement No. 1	$22,570.00
Supplemental Agreement No. 2	$53,300.00
Supplemental Agreement No. 3	
Item 1 (Survey Reference Ties)	$1,000.00
Item 2 ("Mark" Corners)	$400.00
Item 4 (Set Monuments)	$1,000.00
Total Supplemental Agreement No. 3	**$2,400.00**
Grand Total (Lump Sum)	**$327,270.00**

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.
Principal, Transportation Division

JPS/tac

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pecl.com

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for Osage Recreation Center Re-roofing (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: In September 2013, the City completed the construction of exterior public restrooms at Osage Recreation Center for usage by the public in summer when the spray park is open.

Analysis: On September 24, 2013, the City entered into a contract with Bauer & Son Construction to execute Americans with Disability Act upgrades for interior restrooms, as well as reroofing of the recreation center.

In the course of replacing the existing roof, issues which were not foreseeable during the preparations of drawings and specifications have arisen leading to this change order:

1. At time of bid, the thickness of the existing roofing was unknown (and unknowable without drilling holes – destructive testing). This destructive testing could not be done due to the uncertainty of roof replacement because of funding constraints. The roofing was bid as an add alternate. The bids came in low enough for the reroofing project to be executed.

2. Change in elevation of the top of the new roof has changed the roof top units configuration. Additionally, changes are needed to correct existing code deficient non conforming conditions for these roof top units.

Financial Considerations: The total cost for the additional work is $19,807. The original contract amount is $256,300. This change order represents 7.7% of the original contract amount. The revised contract amount of $276,107 is within the existing approved budget.

Legal Considerations: The Law Department has reviewed and approved Change Order No 1 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachment: Change Order No. 1.

[02/18/2014]

PUBLIC WORKS-ENGINEERING **CHANGE ORDER**

To: Bauer & Sons Construction Co., Inc.
415 S. Zelta

Wichita, KS 67207

Project: Osage Recreation Center Re-roof and ADA upgrades

Change Order No.: 1
Purchase Order No.: 340665
CHARGE TO OCA No.: 792541

Project No.: 425458
OCA No.: 792541
PPN: N/A

Please perform the following extra work at a cost not to exceed **$19,807.00**

Additional Work:

1. Demolish duct work on roof for two Roof Top Units (RTUs).
2. Demolish 3 exhaust fan curbs.
3. Demolish 6 makeup air grilles on roof.
4. Cut and raise up steel supports 8" for 2 RTUs.
5. Install new duct work on roof for the two RTUs referred to in item #1.
6. Install 3 new 14" tall exhaust fan curbs.
7. Install 2 new 14" all RTU curbs for ductwork.
8. Install 6 new makeup air grilles on roof.
9. Install a new safety fence per code for 2 RTUs.

Reasons for Additional Work:

1. At time of bid, the thickness of the existing roofing was unknown (and unknowable without drilling holes-destruction testing). This could not be done because we were not even sure we were going to execute the roofing project because of funding constraints. As a matter of fact, the roofing was bid as and Add Alternate.
2. Majority of these mechanical works in this change order are required due to change in elevation of the top of the new roof while the rest are to correct existing code deficient non conforming conditions.

Line #	Item	Negot/Bid	Qty	Unit Price	Extension
1.	Demolish duct work on roof for two Roof Top Units (RTUs)				
2.	Demolish 3 exhaust fan curbs.				
3.	Demolish 6 makeup air grilles on roof.				
4.	Cut and raise up steel supports 8" for 2 RTUs.				
5.	Install new duct work on roof for the two RTUs referred to in item #1.				
6.	Install 3 new 14" tall exhaust fan curbs.				
7.	Install 2 new 14" tall RTU curbs for ductwork.				
8.	Install 6 new makeup air grilles on roof.				
9.	Install a new safety fence per code for 2 RTUs.				
		Negot's	LS	$19,807.00	$19,807.00

CIP Budget Amount:$2,443,400.00	**Original Contract Amt.: $256,300.00**
Consultant: Spanberg & Phillips Tice Architecture **Total Exp. & Encum. To Date: $2,081,845.34** **CO Amount: $19,807.00** **Unencum. Bal. After CO: $341,747.66**	**Current CO Amt.: $19,807.00** **Amt. of Previous CO's: $0** **Total of All CO's: $19,807.00** **% of Orig. Contract / 25% Max.:7.72%** **Adjusted Contract Amt.: $276,107.00**

Recommended By:

_____ _____
Rick Stubbs Date
Program Manager

Approved:

_____ _____
Jay Newton Date
Fleet & Facilities Supt.

Approved:

_____ _____
Contractor Date

Approved

_____ _____
Alan King Date
Director of Public Works & Utilities

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____

City Clerk

Agenda Report No. II-8

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: 2014-2015 Kansas Impaired Driving Deterrence Program (IDDP)

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the grant application and agreement.

Background: Since 2003, the Wichita Police Department (WPD) has participated in the Kansas Department of Transportation's Impaired Driving Deterrence Program (IDDP), which provides overtime pay for officers enforcing DUI laws. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of driving impaired. It emphasizes DUI enforcement coupled with a public education and awareness component designed to deter impaired driving. The enforcement aspect of the program requires the utilization of two sobriety checkpoints and six saturation patrols in the course of each program year.

Analysis: WPD has a comprehensive traffic safety plan that was implemented in conjunction with the reorganization of the Traffic Section that began in 2001. Participation in IDDP will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated DUI enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and deter impaired driving.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing DUI checkpoints and saturation patrols and commodities purchased for the program. The grant application includes total funding of $17,508 for the two program years. No local match is required.

Legal Considerations: The grant application and agreement was reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the grant application and agreement.

Attachments: Grant application and agreement.

Application for Impaired Driving Deterrence Program (IDDP) Grant

Kansas Department of Transportation, Bureau of Transportation Safety & Technology
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

Wichita Police Department	**Norman Williams**	**Lt. Todd Ojile**
1. Name of Applicant Agency	7. Name of Agency Head	11. Name of Project Contact Person
455 N. Main / **Wichita** / **67202**	**316-268-4158**	**316-268-4298** / **0**
2. Mailing Address / 3. City / 4. Zip Code	8. Agency Head Phone #	12. Contact phone / 13. Cell Phone
Same	**316-858-7751**	**316-858-4158**
5. Street Address, if Post Office Box entered above	9. Agency Head FAX #	14. Contact Person Fax #
Robert Layton	**nwilliams@wichita.gov**	**tojile@wichita.gov**
6. Person duly authorized to commit the city or county to contracts	10. Agency Head E-mail Address	15. Contact person E-Mail Address

Reimbursement Arrangements

16. Desired reimbursement method: *(if direct deposit, see instructions below)
- X — Direct Deposit
- Printed check

17. Reimbursement checks should be made payable to:
City of Wichita - Police Dept.

18. Reimbursement checks will be mailed to the address above unless a different one is entered below. Also any financial contact person for the grant is listed below.
Debbie Nguyen ph: 316-268-4115

19. Federal Employee ID No. (FEIN):	**48-6000653**
20. Data Universal Numbering System (DUNS) No.:	**043063460**
21. System for Award Management (SAM) Expiration Date:	**9/16/2014**

*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205, FAX: (785) 296-7927

KDOT AWARD INFORMATION

Length of Contract:	This Year:	10/1/2013	9/30/2014
	Full Period:	10/1/2013	9/30/2015
KDOT Assigned Contract No:	**AL-9096-14**		
KDOT Assigned Funding Source	**Section 410 Funds**		
KDOT Assigned Local Benefit %	**100% Local Benefit**		

CFMS Prefix:	K	Vendor ID	

Approved Budget (From Page 2)

Expense	FY 2014	FY 2015
Personnel Services	$ 8,580.00	$ 8,928.00
Commodities	$ -	$ -
Grant Amount.....	**$ 8,580.00**	**$ 8,928.00**

Required Applicant Signatures

I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

X
Authorizing City or County Official **Robert Layton** Date

X 3-14-14
LE Agency Head: **Norman Williams** Date

KDOT Approval

Form Approved
From 10/01/13 to 01/01/14
By MAT Legal Dept. KDOT

I approve of contract, as presently outlined by this document, the Highway Safety Program Agreement of which it is now a part, and other attachments to said Agreement.

X
Chris Bortz, KDOT Bureau of Transportation Safety & Technology

The above instrument approved as to form
this 14 day of March, 2014
City Attorney

KANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY

Impaired Driving Deterrence Program (IDDP)

PARTIES:

Michael S. King, Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

Norman Williams
Wichita Police Department

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number above and the city or county listed above, hereinafter referred to as the "Project." The Project is further identified by the Impaired Driving Deterrance Program (IDDP) Project Information Sheet.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2013**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the added salary and approved commodity expenses incurred in the performance of the Project Agreement in an amount not to exceed the annual amount provided in the IDDP Project Information Sheet. This first year amount is:

$8,580.00

If this agreement is for two or more years, subsequent annual amounts will be reimbursed to the Project Agency through annual *Notices to Proceed mailed* to the above named official prior to the beginning of the subject year.

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the IDDP Project Information Sheet.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform the additional law enforcement patrol activities concerning Kansas seat belt, child passenger safety, and impaired driving laws as emphasized in each year's IDDP campaign schedule issued by the Secretary.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by: **September 30, 2015**

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.

7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

10) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway progam *in a timely manner*. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Government and Non-Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), *require an audit* be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule.)

The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.

11) If it has not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the

12) The Project Agency agrees it shall maintain current registrations in the System for Award Management (SAM) (http://www.sam.gov) at all times during which it has active federal awards.

Article III - THE PARTIES AGREE:

1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.

3) The IDDP Project Information Sheet, Attachment 1, is incorporated by reference and made a part of this Agreement.

4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 04-11)) which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) If the total value of this agreement exceeds $100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 5 to this agreement and be *incorporated* by reference and made a part thereof.

8) This Agreement shall be binding upon the parties hereto and their successors and assigns.

9) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING OFFICIALS

X

Robert Layton

X

Norman Williams

The above instrument approved as to form

this 14 day of March, 2014

City Attorney

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King
Secretary of Transportation for the State of Kansas

Form Approved
From 10/01/13 to 01/01/14
By MAT Legal Dept KDOT

Revised 10/2013

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following seven "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1)Compliance with regulations: The Consultant will comply with the regulations of the U. S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898: To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with Executive Order 12898.

(9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

Revised (9/29/11)

KANSAS DEPARTMENT OF TRANSPORTATION
Certification of the Project Agency

I hereby certify that I am Norman Williams and am the duly authorized representative of Wichita Police Department and that neither I, nor the above agency I here represent, has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above project agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

X _____
Norman Williams

3-14-14
Date:

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 provisions:

"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 .

1st day of October, 2013

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) Agreement With 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 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 violations 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 shall be allowed to find 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 which 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.

Agenda Item No. II-9

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $12,365.80 as a full settlement for all property damage claims arising out of a bus incident occurring on October 17, 2013.

Background: This claim arises from an incident that occurred on October 17, 2013, involving a Wichita Transit bus. Claimant, through her insurance company, alleges that her vehicle sustained extensive damage when it was rear ended by a transit bus.

Analysis: The claimant's insurance company, Met Life Auto and Home (Subrogee) has agreed to accept a lump sum payment of $12,365.80 as full settlement of all property damage claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not consistute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is to be obtained from the Transit budget. The Finance Department is authorized to make any budget adjustments necessary for payment of the settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $12,365.80.

Recommendations/Actions: It is recommended that the City Council authorize payment of $12,365.80 as full settlement of all property damage claims arising out of the events which are the subject of this claim and adopt the resolution.

City of Wichita
City Council Meeting
April 1, 2014

TO: Mayor and City Council

SUBJECT: Emergency Solutions Budget Adjustment for Prevention and Rapid Re-housing

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Authorize the budget adjustment for Emergency Solutions Grant prevention and rapid re-housing activities.

Background: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 created the Emergency Solutions Grant (ESG) program. Eligible activities in the ESG program include homeless assistance, homeless prevention, rapid re-housing, and administration of the homeless management information system. The HEARTH Act also provides a maximum of 7.5% for program administration.

The City began receiving ESG funding in the 2011-12 program year. In each year including that one, homeless prevention spending has been less than the allocation. Unspent homeless assistance funds from 2011 were carried over and added to the 2012 allocation of $28,535. At the close of the 2012 program year on June 30, 2013, $24,697 remained unexpended in prevention funds from 2011 and 2012.

The ESG allocation for 2013-2014 was $187,471. Of that amount, $45,696 was designated for rapid re-housing and $15,232 for homeless prevention. As of March 24, 2014, rapid re-housing funds have been fully expended from all years; approximately $11,000 remains available for prevention spending from the 2013 allocation. Unexpended funds from 2011 and 2012 remain available for programming.

Analysis: The initial division of 2012-2013 funds between rapid re-housing and homeless prevention was made based on the City's experience with ARRA-funded activities. However, changes in ESG regulations requiring housing inspections prior to approval of homeless prevention funds, has slowed expenditures from that category because not all properties pass inspections.

The Continuum of Care, which is required by the HEARTH Act to be involved in funding decisions for the ESG program, has reviewed current and prior allocations for prevention and re-housing and recommends the proposed fund transfer based on actual need in the community. The Center of Hope administers the homeless prevention program and staff estimates that expenditures for homeless prevention will be within the remaining 2013-2014 balance. Therefore, City staff recommends a reallocation of the remaining $24,697 from 2011 and 2012, to the 2013-14 ESG rapid re-housing program administered by the City of Wichita Housing and Community Services Department.

Financial Considerations: All funds associated with this action are federal. No general funds will be involved in the contracts.

Legal Considerations: The Law Department has reviewed the budget adjustment in the amended program statement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council authorize the budget adjustment for Emergency Solutions Grant prevention and rapid re-housing activities.

Attachments: None.

Second Reading Ordinances for April 1, 2014 (first read on March 25, 2014)

A. SUB2014-0000 -- Plat of Berkeley Spuare 2nd Addition located on the west side of Greenwich, on the north side of 13th Street North. (District II)

ORDINANCE NO. 49-678

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.