Table of Contents

Agenda 3
II-4. Preliminary Estimates.
NTBA Preliminary Estimate 8
II-5. Sanitary Sewer Improvements in Country Hollow Addition. (District II)
Agenda Report No. II-5 12
Supporting Documents 13
Resolution No. 15-255 19
II-6. Supplemental Agreement No.1 for 21st Street and Oliver Improvements. (District I)
Agenda Report No. II-6 22
Supporting Documents 23
Resolution No. 15-256 28
II-8. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)
Agenda Report No. II-8 30
Supporting Documents 32
Resolution Nos. 15-262 15-263 15-264 15-265 49
II-9. Report on Claims for July 2015.
Agenda Report No. II-9 53
II-10. AFG Grant Program.
Agenda Report No. II-10 54
II-11. Amending Ordinances for Two (2) Paving Projects and One (1) Sewer Projects. (Districts II and VI)
Agenda Report No. II-11 55
Ordinance No. 50-069 56
Ordinance No. 50-070 58
Ordinance No. 50-071 61
II-12. Change Order Limit Adjustment for Kellogg and Webb Interchange. (District II)
Agenda Report No. II-12 63
Resolution No. 15-257 64
II-13. Funding for Neighborhood Water Main Replacement Projects. (Districts I, II, and V)
Agenda Report No. II-13 66
Budget Sheets 70
Resolution No. 15-258 73
Resolution No. 15-259 76
Resolution No. 15-260 79
NOI W-042 15-258 82
NOI W-043 15-259 83
NOI W-039 15-260 84
II-14. Granting of an Easement Across City Property at the Northwest Corner of Mead and Kinkaid. (District II)

Agenda Report No. II-14 85
Supporting Documents 86
Supporting Documents 87
II-15. Grant Application for Resident Opportunities and Self Sufficiency (ROSS) Program. (District VI)
Agenda Report No. II-15 90
ROSS Grant SF-424 92
ROSS Grant - HUD 52768 93
ROSS Grant - HUD 52769 96
ROSS Grant - Preliminary Partnership Agreement 98
ROSS Grant SFLLL Disclosure 101
ROSS Grant - HUD 2880 103
ROSS Grant - HUD 2991 106
II-16. 2016 Federal Victims of Crime Act Grant.
Agenda Report II-16 107
II-17. HOME CHDO Operating Support Funding. (Districts I, III, IV, V, and VI)
Agenda Report No. II-17 108
MHRS Operating Funding Agreement 110
Power CDC Operating Funding Agreement 130
II-18. Kansas Forestry Service LSR Grant Participation.
Agenda Report No. II-18 150
Grant Proposal 151
II-19. Railroad Crossing Improvement Project.
Agenda Report No. II-19 152
Supporting Documents 154
Resolution No. 15-261 158
II-20. Sale of City-Owned Property at Meridian and West Kellogg. (District IV)
Agenda Report No. II-20 160
Supporting Documents 161
II-21. Sale of City-Owned Property Adjacent to 641 W. 18th Street North. (District VI)
Agenda Report No. II-21 174
Supporting Documents 175
Aerial Map W 18th 181
II-22. 2014 Community Services Block Grant Budget Adjustment.
Agenda Report No. II-22 182
2014 CSBG Change in Scope Summary 184
2014 CSBG Community Action Plan 186
CSBG Review Committee Minutes 188
II-23. 2016 Victims of Crime Act (VOCA) Grant.
Agenda Report No. II-23 192

C I T Y C O U N C I L

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

City Council Meeting
09:30 a.m. August 25, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of the regular meeting on August 18, 2015

II. CONSENT AGENDA ITEMS 1 THROUGH 23

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 24, 2015.

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

2. Applications for Licenses:

Renewal	2015	Address
Vincent Wedelstedt	Moonlight Adult Boutique	3721 South Broadway

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption off Premises)
Ishika Wijeyesekera	Convenience Mart #1***	7101 East Lincoln
Amir Etezazi	CSI-Hillside***	248 South Hillside

   ***Retailer (Grocery stores, convenience stores, etc.)

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

4. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:
   a. Sanitary Sewer Improvements in Country Hollow Addition. (District II)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Design Services Agreements:
   a. Supplemental Agreement No.1 for 21st Street and Oliver Improvements. (District I)

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

7. Minutes of Advisory Boards/Commissions

Joint Investment Committee, July 2, 2015
Board of Park Commissioners, July 13, 2015
Wichita Public Library Board, July 21, 2015

RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

Property Address	Council District
a. 344 N. Piatt	I
b. 430 N. Bleckley (shared accessory structure)	I
c. 116 W. Zimmerly (parcel address 1352 S. Water)	III
d. 2671 S. Fees	III

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on October 6, 2015 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Report on Claims for July 2015.

RECOMMENDED ACTION: Receive and file.

10. AFG Grant Program.

RECOMMENDED ACTION: Authorize acceptance of the 2014 Assistance to Firefighters Grant (AFG).

11. Amending Ordinances for Two (2) Paving Projects and One (1) Sewer Projects. (Districts II and VI)

RECOMMENDED ACTION: Place the amending ordinances on the first reading and authorize the necessary signatures.

12. Change Order Limit Adjustment for Kellogg and Webb Interchange. (District II)

RECOMMENDED ACTION: Approve the change order limit adjustment, authorize the City Manager to approve change orders below or in aggregate total up to $1,582,000, adopt the amending resolution and authorize the necessary signatures.

13. Funding for Neighborhood Water Main Replacement Projects. (Districts I, II, and V)

RECOMMENDED ACTION: Approve the revised budgets, adopt the amending resolutions and authorize the necessary signatures.

14. Granting of an Easement Across City Property at the Northwest Corner of Mead and Kinkaid. (District II)

    RECOMMENDED ACTION: Approve the easement and authorize all necessary signatures.

15. Grant Application for Resident Opportunities and Self Sufficiency (ROSS) Program. (District VI)

    RECOMMENDED ACTION: Approve the submission of the ROSS Grant application to the U. S. Department of Housing and Urban Development, authorize staff to develop a contract with Sedgwick County and authorize the necessary signatures.

16. 2016 Federal Victims of Crime Act Grant.

    RECOMMENDED ACTION: Approve the submission of the grant application and authorize the Mayor to Sign the grant upon approval.

17. HOME CHDO Operating Support Funding. (Districts I, III, IV, V, and VI)

    RECOMMENDED ACTION: Approve the recommended allocations and the funding agreements and authorize the necessary signatures.

18. Kansas Forestry Service LSR Grant Participation.

    RECOMMENDED ACTION: Approve the matching funding for the KFS LSR grant assessing and creating a more resilient canopy in the City of Wichita and authorize the necessary signatures.

19. Railroad Crossing Improvement Project.

    RECOMMENDED ACTION: Approve the 2015 project and budget, authorize City staff to make payments from the same, adopt the resolution, approve the agreement, and authorize the necessary signatures.

20. Sale of City-Owned Property at Meridian and West Kellogg. (District IV)

    RECOMMENDED ACTION: Declare the property as surplus, approve the proposed real estate agreement, and approve the real estate purchase agreement amendment.

21. Sale of City-Owned Property Adjacent to 641 W. 18th Street North. (District VI)

    RECOMMENDED ACTION: Declare the property as surplus and approve the real estate purchase agreement.

22. 2014 Community Services Block Grant Budget Adjustment.

    RECOMMENDED ACTION: Approve the 2014 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

23. 2016 Victims of Crime Act (VOCA) Grant (PD).

RECOMMENDED ACTION: Approve the submission of the grant application and authorize the Mayor to sign the grant upon approval.

24. Second Reading Ordinances: (NONE)

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.

Carole Trapp, 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

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 25, 2015

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Southern Ridge 4th Addition (District V) (472-84344/766344/490-366) – Total Estimated Cost $319,600

To the City Council
Wichita, Kansas

Date of CC	8/25/2015
(OCA/PROJ)	766344/472-84344
(PPN)	490-366

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Southern Ridge 4th Addition (District V).

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

Total Estimated Cost $319,600

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Southern Ridge 4th Addition (District V) (472-84344/766344/490-366) – Total Estimated Cost $319,600

Page _____ Exhibit _____

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Improvements in Country Hollow Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On July 14, 2015, the City Council approved a petition for sanitary sewer improvements to serve Country Hollow Addition. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01. The project was bid for construction on July 24, 2015, with all bids exceeding the Engineer's Estimate.

Analysis: The project will provide sanitary sewer improvements required for a new residential development located south of Kellogg, east of 127th Street East.

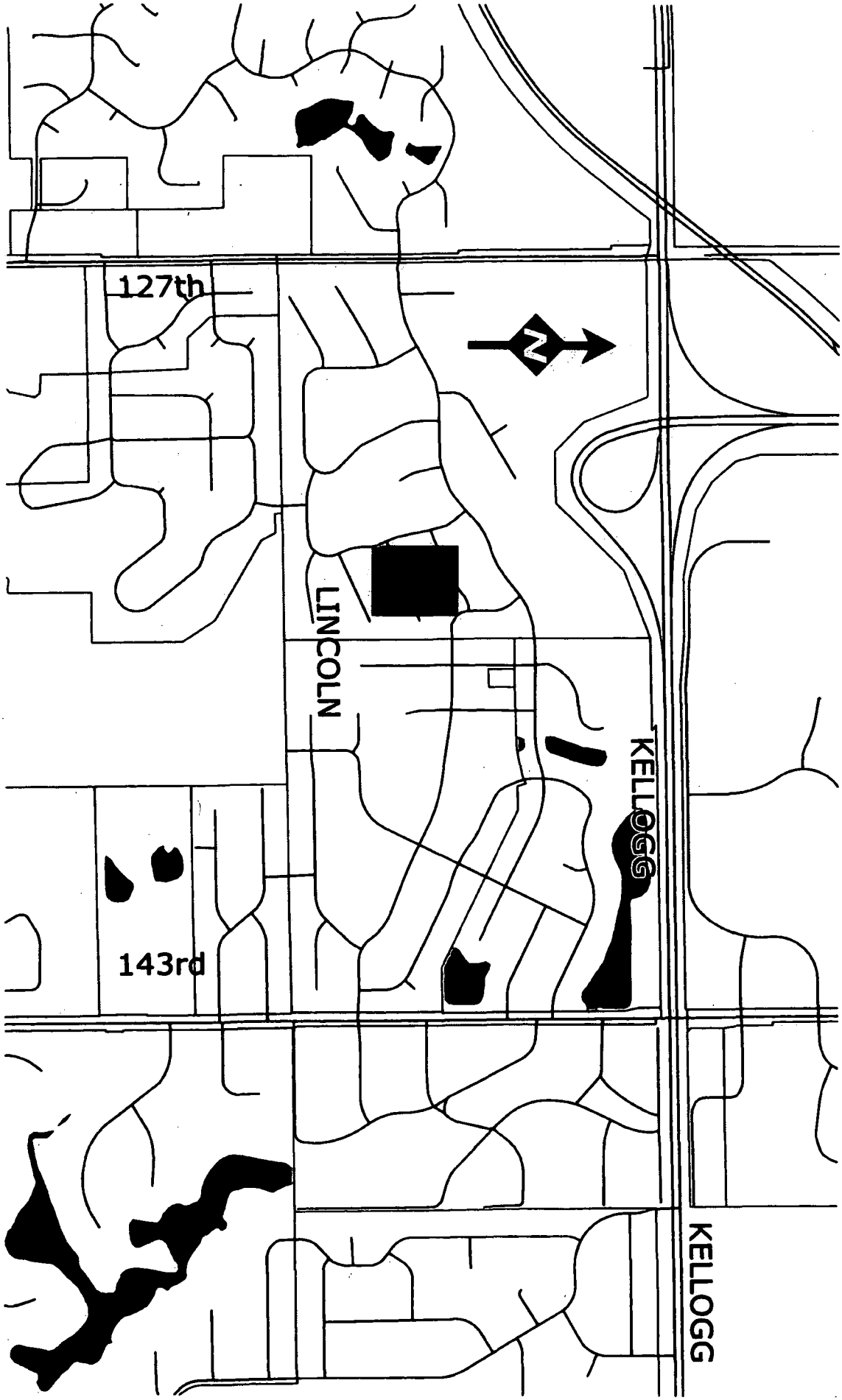
The lowest bid received for the project exceeded the Engineer's Estimate by more than $11,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $67,000 and the revised petition total is $84,000. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petition and amending resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution, and bid summary.


KELLOGG
KELLOGG
LINCOLN
127th
143rd
N

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 468-85041

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

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 7-14-15 REQUEST DATE:

PROJECT # : 480090 PROJECT TITLE: LAT 443 FMC, Country Hollow Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: LAT 443 FMC, Country Hollow Addition

OCA # : 744398 OCA TITLE: LAT 443 FMC, Country Hollow Addition

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$67,000.00	$17,000.00	$84,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$67,000.00	$17,000.00	$84,000.00

Expense Object Level 3			
2999 Contractuals	$67,000.00	$17,000.00	$84,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$67,000.00	$17,000.00	$84,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 07/30/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 8/4/15

CITY MANAGER: DATE:

Lateral 443, Four Mile Creek
Revises 468-85041

RECEIVED

JUL 28 '15

CITY CLERK OFFICE

PETITION
SANITARY SEWER PHASE 3A – COUNTRY HOLLOW ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$84,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 12 through 15, Block 4;
Lots 32 through 46, Block 5;

(d) The proposed method of assessment is: **equally per lot (19 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 32 through 46, Block 5;

****

THIS PETITION was filed in my office on July 28, 2015.

Deputy City Clerk

SANITARY SEWER PHASE 3A IMPROVEMENTS – COUNTRY HOLLOW ADDITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	1100	LF	$ 32.50		$ 35,750.00
Flowable Fill	50	LF	$ 55.00		$ 2,750.00
Manholes	4	EA	$ 3,500.00		$ 14,000.00
Sand Backfill	400	LF	$ 10.00		$ 4,000.00
				Contingencies @ 10% +/-	$ 5,650.00
				Construction Total	$ 62,150.00
				35% Engineering, Administration, Etc.	$ 21,752.50
				TOTAL	$ 83,902.50

For Petition Use $84,000.00

WATER BID TABULATION SUMMARY

RQ540812

FB540137		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90677 (735534)	Group 1	$31,552.00	$27,706.00	$30,380.00	$30,253.00
Lat 443, FMC Sewer 468-85041 (744398)	Group 2	$49,106.00	$64,020.20	$79,670.00	$78,082.20
Country Hollow Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$80,658.00	$91,726.20	$110,050.00	$108,335.20
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90677 (735534)	Group 1	$31,552.00		$28,081.00	
Lat 443, FMC Sewer 468-85041 (744398)	Group 2	$49,106.00		$60,250.00	
Country Hollow Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$80,658.00		$88,331.00	
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90677 (735534)	Group 1	$31,552.00			
Lat 443, FMC Sewer 468-85041 (744398)	Group 2	$49,106.00			
Country Hollow Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$80,658.00			
		Engineer's Construction Estimate			
Water Distribution System 448-90677 (735534)	Group 1	$31,552.00			
Lat 443, FMC Sewer 468-85041 (744398)	Group 2	$49,106.00			
Country Hollow Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$80,658.00			

Award 8-25-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate $60,250.00 (Sanitary Sewer)

CHECKED BY: _____

REVIEWED BY: _____

744398

(Published in the ***Wichita Eagle***, on August 28, 2015)

RESOLUTION NO. 15-255

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 443, FOUR MILE CREEK SEWER – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (468-85041).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-207** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*,(the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 443, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eighty-Four Thousand Dollars ($84,000)** , exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 12 through 15 Block 4
Lots 32 through 46, Block 5

(d) The method of assessment is: **equally per lot (19 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No.1 for 21st Street and Oliver Improvements (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement and revised budget.

Background: On April 28, 2015, the City Council approved an agreement with MKEC Consultants to design improvements to the intersection of 21st Street North and Oliver. On August 18, 2015, the City Council approved the design concept.

Analysis: The original scope of the agreement was for the design concept phase only. A supplemental agreement has been prepared to complete the final design of the project.

Financial Considerations: On April 28, 2015, the City Council approved a design agreement in the amount of $35,000. The cost of the additional services is $244,756, bringing the total design fee to $279,756.

The Adopted 2015-2024 Capital Improvement Program (CIP) includes general obligation (GO) funding of $500,000 allocated towards the project in the year 2015. On April 28, 2015, the City Council approved initiating $42,000 of the $500,000. Staff recommends initiating the remaining $458,000 for design, right of way acquisition, utility relocation, and City staff administration and oversight costs. This brings the total budget to $500,000.

The Adopted 2015-2024 CIP includes $3,500,000 in 2016 for construction of the project. The project will be returned to the City Council at a later date for approval of the construction funding.

Legal Considerations: The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the revised budget and supplemental agreement, adopt the amending resolution and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1, budget sheet, and amending resolution.

Project Request

◉CIP ○Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85213

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Aug 25, 2015 REQUEST DATE:

PROJECT # : 211544 PROJECT TITLE: 21st & Oliver Intersection WSU Innovation

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st & Oliver Intersection WSU Innovation

OCA # : 707089 OCA TITLE: 21st & Oliver Intersection WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$42,000.00	$458,000.00	$500,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$42,000.00	$458,000.00	$500,000.00

Expense Object Level 3			
2999 Contractuals	$42,000.00	$458,000.00	$500,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$42,000.00	$458,000.00	$500,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jarry DATE: 07/30/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE: 30 July 2015

CITY MANAGER: DATE:

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2015

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 28, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21st STREET & OLIVER INTERSECTION** (Project No.472-85213_707089).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

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

Prepare final design for improvements for 21st Street & Oliver Intersection
(see attached for details)

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee of **$244,756.00**.

C. COMPLETION
The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated

below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Field check plans of the project for distribution to utilities by (completed).
(b) Office check plans by **October 15, 2015**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **December 1, 2015**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

MKEC ENGINEERING, INC.

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

MKEC ENGINEERING SUCCESS

July 20, 2015

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

Reference: Design Phase Scope and Fee Proposal
21st & Oliver Intersection Improvements 472-85213

Dear Mr. Mellies:

MKEC is pleased to present this proposal for design phase services associated with the reconstruction of the 21st Street and Oliver Avenue intersection. The reconstruction will generally consist of replacing the current pavement with new pavement that provides dual left turn lanes and a right-turn lane for each intersection approach. Improvements will include brick paver crosswalks, ADA compliant ramps and sidewalk, a shared use path on the southwest corner of the intersection, an updated traffic signal, storm sewer improvements, and accommodations for a future traffic signal at the 19th and Oliver intersection. This proposal acknowledges that our design will be in compliance with the City of Wichita design standards and construction specifications and other stipulated design requirements such as the AASHTO Green Book, Roadside Design Guide, the MUTCD, and the Wichita/Sedgwick County Storm Water Manual.

MKEC understands the requirements of this project based on our understanding of the typical scope of services required by the City and on the information presented in this Request for Proposal and subsequent information provided by City of Wichita staff. MKEC's proposed scope of services for the design phase is outlined below.

Design Phase Scope of Services:

1. Meet and coordinate design with project stakeholders such as Wichita State University and their designers, PEC, Unity Church, Kwik Shop, and other private property owners along the project corridor.
2. Design final horizontal roadway geometrics based on the approved roadway concept approved by the City of Wichita.
3. Design vertical geometrics of the roadway and surrounding ground within the project boundary. Side road and driveway grades will be part of this task. Cross sections will be included in the construction plans.
4. Design a closed storm sewer system to convey storm water runoff to the existing channel crossing 21st Street west of Oliver. The discharge point will be on the north side of 21st Street. Portions of the project will drain to the east along 21st Street and yet others will drain west along new 19th Street and discharge into the detention ponds on the WSU campus. Storm sewer design will conform to the current City of Wichita/Sedgwick County Storm Water Manual.
5. Maintain coordination with private utility companies throughout the design phase and follow the established procedures for the City's ULCC meeting process.
6. Provide the design of relocations to the public water and sanitary sewer system within the project's boundaries that will be in conflict with the proposed improvements.
7. Provide right-of-way and temporary construction easement tract maps and legal descriptions soon after field check plans have been approved by the City. Tract maps will be prepared following City requirements.

411 N. Webb Rd. • Wichita, KS 67206 • T 316.684.9600 • F 316.684.5100 • MKEC.COM

8. Develop concepts and design a driveway relocation serving the Child Start and The Dental Corner which lines up with proposed 19th Street. Concepts will consider closing or restricting movements at nearby driveways and will allow access to the River Community Church as well.
9. Coordinate with the City Water & Sewer Department and design changes to the existing water and sanitary sewer systems as required to eliminate conflicts with the proposed improvements. Water and sanitary sewer changes will avoid causing conflicts with other utilities.
10. Coordinate with Wichita Transit and design a bus stop facility to replace the existing stop at the corner of 21st and Oliver. The new facility location will be determined as part of the project improvements.
11. Design approximately 700 feet of asphalt mill and overlay between the east limits of the intersection improvements and the west limits of the previously completed 21st Street widening project.
12. Design a 10 foot wide shared use path between the Mike Oatman intersection and the west limits of the 21st and Oliver intersection improvements.
13. Design landscape improvements within the project boundaries within raised roadway medians and behind curbs within the public right-of-way. Landscape improvements will be coordinated with WSU and PEC.
14. Prepare and submit applications for various environmental permits necessary for construction. Throughout the project, MKEC will coordinate with applicable agencies, informing them of the desired proposed improvements being designed and will continue coordination efforts as necessary to secure permits and to keep agencies informed through the end of the design phase. A KDHE storm water permit will be required and a KDA DWR permit may be required for the proposed storm sewer outfall.
15. Prepare traffic control plans to accommodate at least one lane of traffic in each direction through the project during all construction phases.
16. Design a traffic signal at 21st and Oliver to accommodate the proposed roadway geometrics.
17. Design buried conduits and junction boxes for a future traffic signal at the 19th and Oliver intersection.
18. Design and prepare separate plans for a completed signal design at 19th and Oliver that can be bid as a stand-alone project or tied with the 21st and Oliver improvements.
19. Prepare and submit milestone progress submittals at field check, office check and final plan stages. Plans will be prepared in a format acceptable to the City. Construction cost estimates will be prepared and submitted at each stage and special provisions will be submitted at office check and final check plan stages.
20. Attend and participate in a pre-bid meeting and a pre-construction meeting at the conclusion of the design and plan production stages.
21. Review shop drawings as required upon contractor submittal.

MKEC proposes a lump sum fee of $241,256.00 to perform the design phase services outlined above and as required in the Scope of Services of the original design agreement for this project. A task-specific hour and fee worksheet is provided for your review.

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

Sincerely,

MKEC ENGINEERING, INC.

Jay Anglemyer, P.E.

J:\Projects\2015\1501040178_COW_21st & Oliver\11 Project Management\21st & Oliver Design Scope and Fee Proposal Letter.doc

707089

RESOLUTION NO. 15-256

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-108 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 15-108** of the City (the "Prior Resolution"), authorized the following described public improvements:

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to the intersection of 21st Street North and Oliver (472-85213).

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Amendment**. ***Section 1*** of the Prior Resolution is hereby amended to read as follows:

> **Section 1**. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$500,000** in accordance with specifications prepared or approved by the City Engineer.

Section 2. **Repealer; Ratification**. ***Section 1*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the April 28, 2015, adoption of Resolution No. 15-108, to the extent of Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-8

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures (Districts I and III)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt resolutions scheduling a public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On August 3, 2015, the Board of Building Code Standards and Appeals conducted hearings on the properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 344 N. Piatt	I
b. 430 N. Bleckley (shared accessory structure)	I
c. 116 W. Zimmerly (parcel address 1352 S. Water)	III
d. 2671 S. Fees	III

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar ($500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on October 6, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **344 N. PIATT AVE** and legally described as: **LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **October 6, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story, frame dwelling about 53 x 28 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.

(b) Street Address: 344 N. PIATT AVE

(c) Owners:
Ricky D. Adams
1335 N. Green
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

First Franklin Financial Corp. (National City Bank of Indiana)
2150 North First Street
San Jose, CA 95131

State of Kansas Dept of Revenue
915 SW Harrison
Topeka, KS 66612

State of Kansas SRS
230 E. William
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: August 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 344 N. PIATT AVE

LEGAL DESCRIPTION: LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story, frame dwelling about 53 x 28 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **344 N. PIATT AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, commonly known as: 344 N. PIATT AVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story, frame dwelling about 53 x 28 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____

Jennifer L. Magana, City Attorney and Director of Law

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **430 N. BLECKLEY DR (SHARED ACCESSORY STRUCTURE)** and legally described as: **THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **October 6, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story, frame (shared) accessory garage about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.

(b) Street Address: 430 N. BLECKLEY DR (shared accessory structure)

(d) Owners:
Camillion Investments LLC
237 S. Glendale
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Verus Bank
1033 North Buckner
Derby, KS 67037

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: August 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 430 N. BLECKLEY DR (shared accessory structure)

LEGAL DESCRIPTION: THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story, frame (shared) accessory garage about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **430 N. BLECKLEY DR (SHARED ACCESSORY STRUCTURE)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as: 430 N. BLECKLEY DR (shared accessory structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story, frame (shared) accessory garage about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **116 W. ZIMMERLY (PARCEL ADDRESS 1352 S. WATER ST)** and legally described as: **LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **October 6, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame duplex about 31 x 30 feet in size. Vacant for at least 11 months, this structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.

(b) Street Address: 116 W. ZIMMERLY (parcel address 1352 S. Water St)

(e) Owners:
Secretary of Housing and Urban Development
4400 Will Rogers Pkwy Ste 300
Oklahoma City, OK 73108

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Wells Fargo Bank
PO Box 17339
Baltimore, MD 21297-1339

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: August 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 116 W. ZIMMERLY (parcel address 1352 S. Water St)

LEGAL DESCRIPTION: LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 31 x 30 feet in size. Vacant for at least 11 months, this structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **116 W. ZIMMERLY (PARCEL ADDRESS 1352 S. WATER ST)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as: 116 W. ZIMMERLY (parcel address 1352 S. Water St), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame duplex about 31 x 30 feet in size. Vacant for at least 11 months, this structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2671 S. FEES ST** and legally described as: **LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **October 6, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame tri-plex about 25 x 90 feet in size. Vacant for at least 2 years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.

(b) Street Address: 2671 S. FEES ST

(f) Owners:
Gary Milner & Rosemary Milner
5939 SE Cole Creek Rd
Leon, KS 67074

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: August 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 2671 S. FEES ST

LEGAL DESCRIPTION: LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame tri-plex about 25 x 90 feet in size. Vacant for at least 2 years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **2671 S. FEES ST** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, commonly known as: 2671 S. FEES ST, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame tri-plex about 25 x 90 feet in size. Vacant for at least 2 years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 28, AND SEPTEMBER 4, 2015
RESOLUTION NO. 15-262

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **344 N. PIATT AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, commonly known as: 344 N. PIATT AVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story, frame dwelling about 53 x 28 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 28, AND SEPTEMBER 4, 2015
RESOLUTION NO. 15-263

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **430 N. BLECKLEY DR (SHARED ACCESSORY STRUCTURE)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as: 430 N. BLECKLEY DR (shared accessory structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story, frame (shared) accessory garage about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 28, AND SEPTEMBER 4, 2015
RESOLUTION NO. 15-264

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **116 W. ZIMMERLY (PARCEL ADDRESS 1352 S. WATER ST)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as: 116 W. ZIMMERLY (parcel address 1352 S. Water St), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame duplex about 31 x 30 feet in size. Vacant for at least 11 months, this structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 28, AND SEPTEMBER 4, 2015
RESOLUTION NO. 15-265

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **2671 S. FEES ST** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of August 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **6th day of October 2015**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, commonly known as: 2671 S. FEES ST, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame tri-plex about 25 x 90 feet in size. Vacant for at least 2 years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of August 2015.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Jennifer L. Magana, City Attorney & Director of Law

SUBJECT: Report on Claims for July 2015

DATE: August 4, 2015

The following claims were approved by the Law Department during the month of July 2015.

Betty A. Scharr Living Trust	$450.00
Sulin, Christopher	$186.66
Wagoner, Steve	$433.00

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: AFG Grant Program (All Districts)

INITIATED BY: Wichita Fire Department (WFD)

AGENDA: Consent

Recommendation: Authorize acceptance of the 2014 Assistance to Firefighters Grant (AFG).

Background: The Fiscal Year 2014 AFG grant is issued by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate. The purpose of the AFG program is to protect the health and safety of the public and firefighting personnel. Wichita received a 2007 AFG in support of the Wichita Fire Department (WFD) health and wellness program which provided fitness equipment in fire stations for Wichita firefighters. Much of the equipment purchased with the 2007 grant funds (24 elliptical trainers, 24 treadmill trainers) are eight years old, past their service life and need replacement.

Analysis: The AFG will fund replacement of 22 elliptical trainers and 22 treadmill trainers that are used on a daily basis in WFD fire stations.

The goal of the WFD health and wellness program is to have all firefighters maintain an acceptable level of fitness, which in turn will increase the proficiency and safety of operations overall. Additionally it will enhance quality of life through improved health and overall well-being. The program will help each firefighter maintain an appropriate height to weight ratio as well as an elevated physical and cardiovascular performance through dedicated participation in flexibility, strength training and cardiovascular exercise.

Financial Considerations: WFD was notified the AFG submission was approved on July 27, 2015. The AFG program is $154,000. The Federal share is $140,000 and there is a 10% match requirement ($14,000). The $14,000 match will be funded by 2015 WFD operating budget. There is a one-year performance period ending July 15, 2016.

Legal Considerations: The Law Department has approved the 2014 AFG acceptance as to form.

Recommendations/Actions: It is recommended the City Council authorize acceptance of the 2014 Assistance to Firefighters Grant (AFG).

Agenda Item No. II-11

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Amending Ordinances for Two (2) Paving Projects and One (1) Sewer Project (Districts II and VI)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Place the amending ordinances on first reading

Background: The City Council approved Ordinance 49-878 serving Stoney Pointe Addition (472-84980) on November 4, 2014. On May 12, 2014, the City Council approved Ordinance 49-993 serving UNeeda Self Storage Addition (468-84873) and Ordinance 50-009 serving Agnes, House of Stewarts, and James C. Green Additions (472-84992).

Analysis: At the request of Bond Counsel and in preparation for the sale of the Series 816 General Obligation Bonds, amending ordinances are necessary in order to further clarify the description of the real property upon which assessments are levied.

Financial Considerations: There is no additional cost to the City.

Legal Considerations: The amending ordinances have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the amending ordinances on the first reading and authorize the necessary signatures.

Attachments: Amending Ordinances.

799177 4 affs

Published in the Wichita Eagle**, SEPTEMBER 4, 2015**

ORDINANCE NO. 50-069

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 49-878, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING PAVEMENT ON 29TH STREET NORTH FROM 200 FEET EAST OF THE NORTHWEST CORNER OF STONEY POINTE ADDITION TO THE EAST A DISTANCE OF 515 FEET, TO SERVE STONEY POINTE ADDITION. (PROJECT NO. 490-301/472-84980)

WHEREAS, by proceedings duly had, the governing body (the "Governing Body") of the City of Wichita, Kansas (the "City") has previously adopted Resolution No. 13-041 (the "Resolution") establishing an improvement district in the City pursuant to K.S.A. 12-6a01 *et seq*. (the "Act"); and

WHEREAS, the Governing Body has previously passed Ordinance No. 49-878 ("the Prior Ordinance"), which levied assessments on certain real property in the City pursuant to the Resolution and the Act; and

WHEREAS, it is necessary to amend the Prior Ordinance in order to clarify the description of the real property upon which assessments are levied pursuant to the Resolution and the Act.

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

SECTION 1. AMENDMENT. *Section 1* of the Prior Ordinance is hereby amended to read as follows:

Special assessments to pay the cost of said improvement as authorized by Resolution No. 13-041, adopted February 26, 2013, and published March 1, 2013; and rescinding Res. 11-055, adopted April 5, 2011, be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

Legal of Parcel in Benefit District	Assessment
LOTS 1 BLOCK A STONEY POINTE ADDITION	96284.96
LOT 2 BLOCK A STONEY POINTE ADDITION	9168.80
LOT 3 BLOCK A STONEY POINTE ADDITION	10198.72
LOT 4 BLOCK A STONEY POINTE ADDITION	9947.52

SECTION 2. REPEALER; RATIFICATION. *Section 1* of the Prior Ordinance is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force as of and on September 4, **2015** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st **day of September, 2015.**

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Jennifer Magaña, Director of Law
and City Attorney

799177 4 affs

Published in the Wichita Eagle**, September 4, 2015**

ORDINANCE NO. 50-070

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 50-009, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING PAVEMENT ON 36TH STREET NORTH TO & INCLUDING A TURNAROUND, TO SERVE AGNES, HOUSE OF STEWARTS, JAMES C GREEN ADDITIONS, & UNPLATTED TRACTS, (PROJECT NO. 490-283/472-84992)

WHEREAS, by proceedings duly had, the governing body (the "Governing Body") of the City of Wichita, Kansas (the "City") has previously adopted Resolution No. 12-192 (the "Resolution") establishing an improvement district in the City pursuant to K.S.A. 12-6a01 *et seq*. (the "Act"); and

WHEREAS, the Governing Body has previously passed Ordinance No. 50-009 ("the Prior Ordinance"), which levied assessments on certain real property in the City pursuant to the Resolution and the Act; and

WHEREAS, it is necessary to amend the Prior Ordinance in order to clarify the description of the real property upon which assessments are levied pursuant to the Resolution and the Act.

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

SECTION 1. AMENDMENT. *Section 1* of the Prior Ordinance is hereby amended to read as follows:

Special assessments to pay the cost of said improvement as authorized by Resolution No. 12-192, adopted August 14, 2012, published August 17, 2012; rescinding Res. 11-108, adopted May 03, 2011, be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

Legal of Parcel in Benefit District	Assessment
BEG 752.84 FT E SW COR N1/2 NW1/4 NE1/4 E TO CEN CREEK NLY TO CEN MILLRACE NLY TO W LI WACO S TO BEG EXC .11A FLDY CC A-41035 & EXC RELOCATED 37TH ST N SEC 32-26-1E	18578.83
BEG 700 FT E & 335 1/2 FT N SW COR NW1/4 NE1/4 N TO S LI BRIDGEWATER ADD E TO CEN CRK SWLY TO PT E OF BEG W TO BEG & EXC W 185 FT N 20 FT SEC 32-26-1E	34793.61 623.00
W 325.07 FT S1/2 NW1/4 NE1/4 EXC N 134 FT & EXC S 350 FT SEC 32-26-1E	25904.53
BEG 671 FT N & 400 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	11861.42 542.50
BEG 370.5 FT N & 700 FT E SW COR NW1/4 NE1/4 N 300.5 FT W 75 FT S 300.5 FT E TO BEG SEC 32-26-1E	11861.42 1249.50
BEG 671 FT N & 475.07 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG &N EXC N 20 FT FOR ROW SEC 32-26-1E	11861.42 1487.50
BEG 671 FT N & 550.075 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG & EXC N 20 FT SEC 32-26-1E	11861.42 682.50
BEG 370.5 FT N & 325 FT E SW COR NW1/4 NE1/4 E 75 FT N 300.5 FT W 75 FT S TO BEG SEC 32-26-1E	11861.42 833.00
BEG 377.85 FT S NW COR NW1/4 NE1/4 S 116.575 E 425.14 FT N 116.575 FT W TO BEG SEC 32-26-1E	3222.19
E 148.59 FT OF TR - BEG 30 FT N & 30 FT E SW COR N 1/2 NW 1/4 NE 1/4 N 146.575 FT E 395.14 FT S 146.575 FT W TO BEG SEC 32-26-1E	11479.64 1102.50
LOT 1 AGNES ADD.	7906.56 920.50
SOUTH HALF OF LOT 3 AGNES ADD.	3953.28
LOT 2 AGNES ADD.	7906.56 899.50
SOUTH HALF OF LOT 4 AGNES ADD.	3953.28
LOT 1 HOUSE OF STEWARTS ADD.	4883.09 1039.50
LOT 2 HOUSE OF STEWARTS ADD.	3398.77

	1340.50
LOT 3 HOUSE OF STEWARTS ADD.	3398.77 2394.00
LOT 4 HOUSE OF STEWARTS ADD.	3398.77
LOT 1 JAMES C. GREEN ADD.	6686.84 1064.00
LOT 2 JAMES C. GREEN ADD.	5408.09 763.00
LOT 3 JAMES C. GREEN ADD.	5408.09 763.00

SECTION 2. REPEALER; RATIFICATION. *Section 1* of the Prior Ordinance is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force as of and on September 4th**, 2015** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st **day of September, 2015.**

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Jennifer Magaña, Director of Law
and City Attorney

799177 4 affs

Published in the Wichita Eagle**, September 4, 2015**

ORDINANCE NO. 50-071

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 49-993, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF **LATERAL 6, MAIN 20; SOUTHWEST INTERCEPTOR SEWER, South of 21st St. North, East of Hoover (468-84873/480-038).**

WHEREAS, by proceedings duly had, the governing body (the "Governing Body") of the City of Wichita, Kansas (the "City") has previously adopted Resolution No. 14-057 (the "Resolution") establishing an improvement district in the City pursuant to K.S.A. 12-6a01 *et seq*. (the "Act"); and

WHEREAS, the Governing Body has previously passed Ordinance No. 49-993 ("the Prior Ordinance"), which levied assessments on certain real property in the City pursuant to the Resolution and the Act; and

WHEREAS, it is necessary to amend the Prior Ordinance in order to clarify the description of the real property upon which assessments are levied pursuant to the Resolution and the Act.

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

SECTION 1. AMENDMENT. *Section 1* of the Prior Ordinance is hereby amended to read as follows:

Special assessments to pay the cost of said improvement as authorized by **Resolution No. 14-057 rescinding 13-054, adopted February 25, 2014; April 2, 2013, and published February 28, 2014; April 5, 2013,** be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

Legal of Parcel in Benefit District	Assessment
LOT 1, BLOCK 1 U-NEEDA SELF STORAGE ADDITION	$41,300

SECTION 2. REPEALER; RATIFICATION. *Section 1* of the Prior Ordinance is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force as of and on September 4th**, 2015** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st **day of September, 2015.**

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Jennifer Magaña, Director of Law
and City Attorney

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Change Order Limit Adjustment for Kellogg and Webb Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order limit adjustment and adopt the amending resolution.

Background: On June 12, 2015, the Kellogg and Webb Interchange project was successfully bid. The project will expand East Kellogg to a six-lane freeway between Cypress and Wiedemann, with one-way frontage roads, an interchange at Webb Road, and modified access to the Kansas Turnpike Authority exit.

Analysis: The contract amount for this project is $79,100,000. Due to the size and the complexity of the project, staff recommends an increase in the change order limit to 2% of the contract amount, or $1,582,000.

Without increasing the change order limit, all change orders above the approved total of $50,000 will require approval by the City Council regardless of cost. The approximate six-week process for change order approval will result in significant delay costs and could potentially stop work on the interchange project, with traffic continuing to be affected. Staff recommends that the City Council authorize the City Manager to approve change orders below or in aggregate total up to $1,582,000 for this project.

Financial Consideration: Increasing the change order limit will not increase the previously approved budget.

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

Recommendation/Action: It is recommended that the City Council approve the change order limit adjustment, authorize the City Manager to approve change orders below or in aggregate total up to $1,582,000, adopt the amending resolution and authorize the necessary signatures.

Attachment: Amending resolution.

RESOLUTION NO. 15-257

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, the reconstruction of a portion of **Kellogg and Webb Interchange** covered by contract number **472-85031** qualifies as such a major publics work construction project. Continued, timely prosecution of that work is in the best interest of the traveling public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, but at a level considerably below that allowed in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 25th DAY OF August 2015 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the City's change order policy governing the construction of public works projects. This modification grants City staff authority to approve change orders for the **Kellogg and Webb Interchange** project up to a cumulative cost not exceeding two percent (2%) of the original contract price without separate City Council approval.

2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 25th DAY OF AUGUST, 2015.

_____
JEFF LONGWELL, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Funding for Neighborhood Water Main Replacement Projects (Districts I, II, and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budgets and adopt the amending resolutions.

Background: On December 17, 2013, the City Council approved the initiation of five water main replacement (WMR) projects, including design agreements and funding for each. On June 23, 2015, construction funding for the Plaza and Ethel WMR projects was approved by the City Council. Construction of the Plaza and Ethel WMR projects will begin in August 2015. Design work for the remaining Eastborough and Country Acres projects is near completion and construction is slated to begin in the fall 2015. The proposed projects are:

- Eastborough North Neighborhood (east of Edgemoor Street, south of Central Avenue)
- Plaza Neighborhood (east of Oliver Street, south of Central Avenue)
- Ethel Neighborhood (west of Oliver Street, north of 21st Street North)
- Country Acres Phase I (east of Maize Road, north of Douglas Avenue)
- Country Acres Phase II (east of Tyler Road, north of Douglas Avenue)

Analysis: The projects will replace approximately 30 miles of significantly deteriorated neighborhood water mains. New fire hydrants will be installed and individual service lines and meters will be replaced with the projects. The proposed improvements will increase the water pressure, decrease the number of shutdowns due to main breaks and leaks, provide improved fire protection, and reduce maintenance costs.

Financial Considerations: Funding for design was approved by the City Council on December 17, 2013, in the amount of $1,100,000, and is funded by the 2013 Mains for Future Development (W65) Project. Additional design services were needed for the Eastborough Project in the amount of $11,462, and were funded by the 2015 Water Mains Replacement or Relocation (W-67) budget, which was approved by the City Council on February 24, 2015.

Construction funding in the amount of $18,800,000 is available in the Adopted 2015-2024 Capital Improvement Program (CIP). The $18,800,000 includes the $16,900,000 Mains Replacement Project, and $1,900,000 from the 2015 Water Mains Replacement or Relocation (W-67) project. On June 23, 2015, the City Council initiated $5,950,000 of the $18,800,000 for construction of the Ethel and Plaza projects, leaving an uninitiated budget of $12,850,000. Staff recommends initiating the remaining $12,850,000, for construction of the Eastborough, Country Acres Phase 1 and Country Acres Phase 2 projects, bringing the total budget to $19,911,462, all in year 2015. The projects will be funded by future revenue bonds or utility cash reserves. If bonds are issued, there will be an additional eight percent added for bond reserves and financing costs.

	Eastborough North	Plaza	Ethel	Country Acres Phase 1and Phase 2	**Total All Projects**
Existing Design Budget Approved on **December 17, 2013**	$155,000	$137,000	$358,000	$304,000 Phase 1 $146,000 Phase 2	$1,100,000
Supplemental Design Work Funded by 2015 Water Mains Replacement or Relocation (W-67) approved on **February 24, 2015**	$11,462				$11,462
Construction Funding Approved on **June 23, 2015**		$2,550,000	$3,400,000		$5,950,000
Recommendation of construction funding allocation	$2,600,000	N/A	N/A	$5,200,000 phase 1 $5,050,000 phase 2	$12,850,000
				Total Cost of Water Main Projects	**$19,911,462**

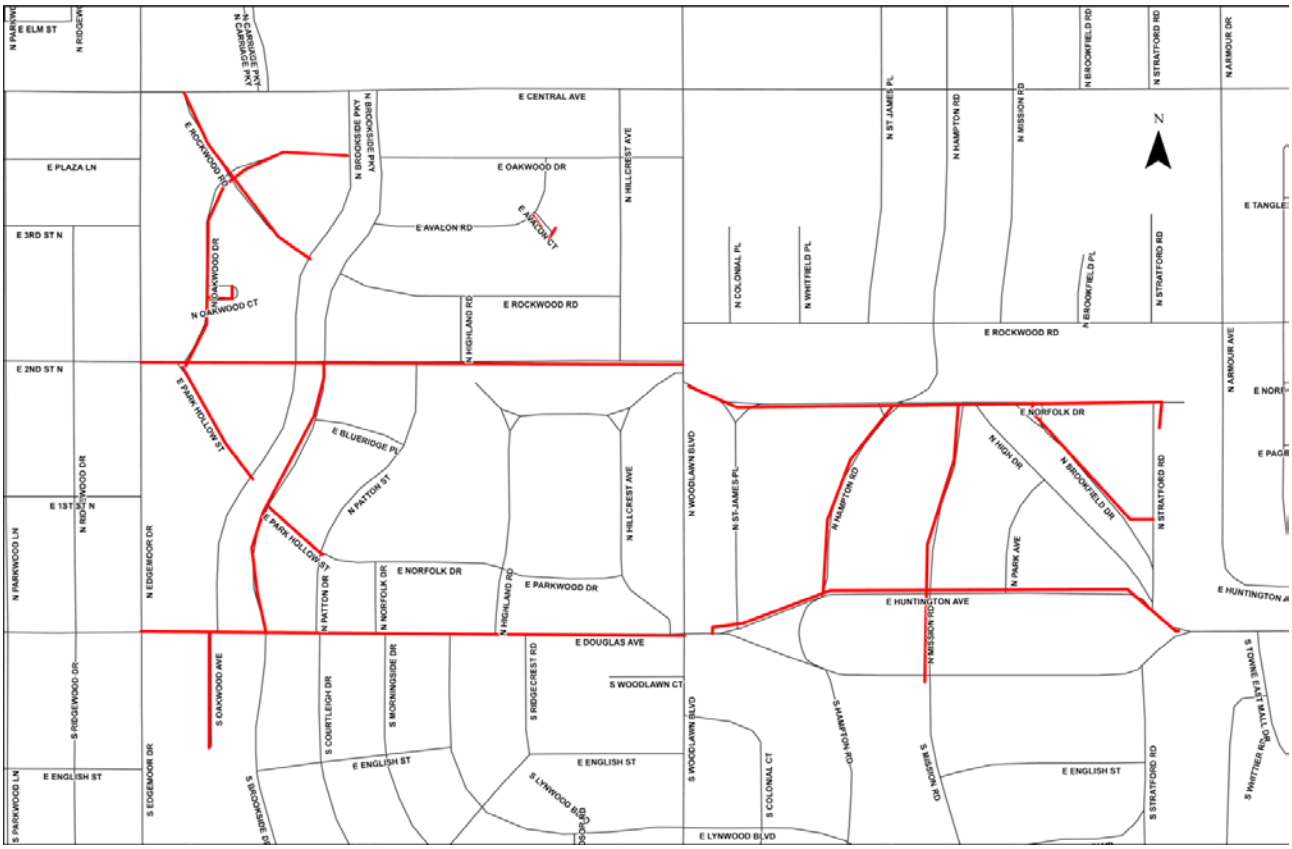
Legal Considerations: The amending resolutions and notices of intent have been reviewed and approved as to form by the Law Department.

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

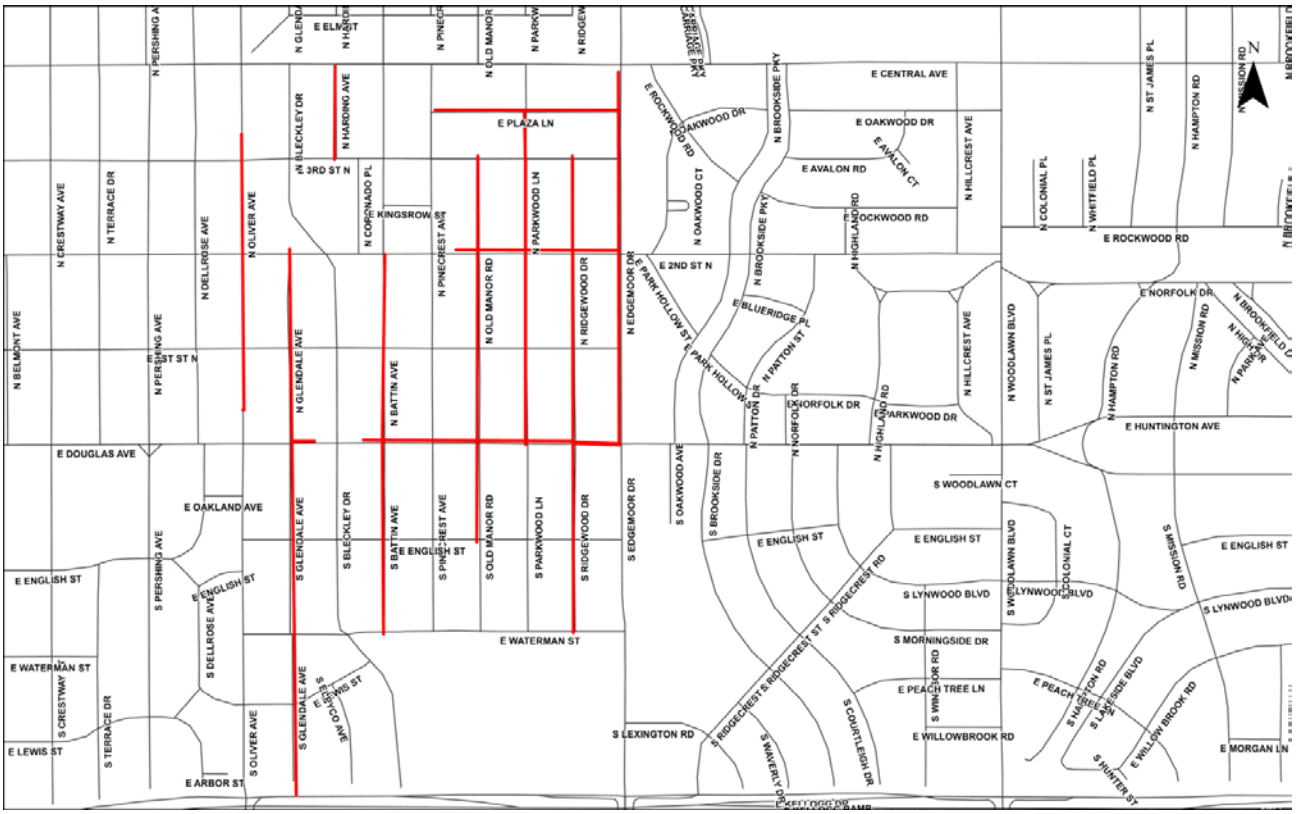
Attachments: Maps, budget sheets, amending resolutions, and amending notices of intent.

Country Acres Phases 1 and 2 ***(Red and magenta bold lines indicate areas of desired improvement.)***

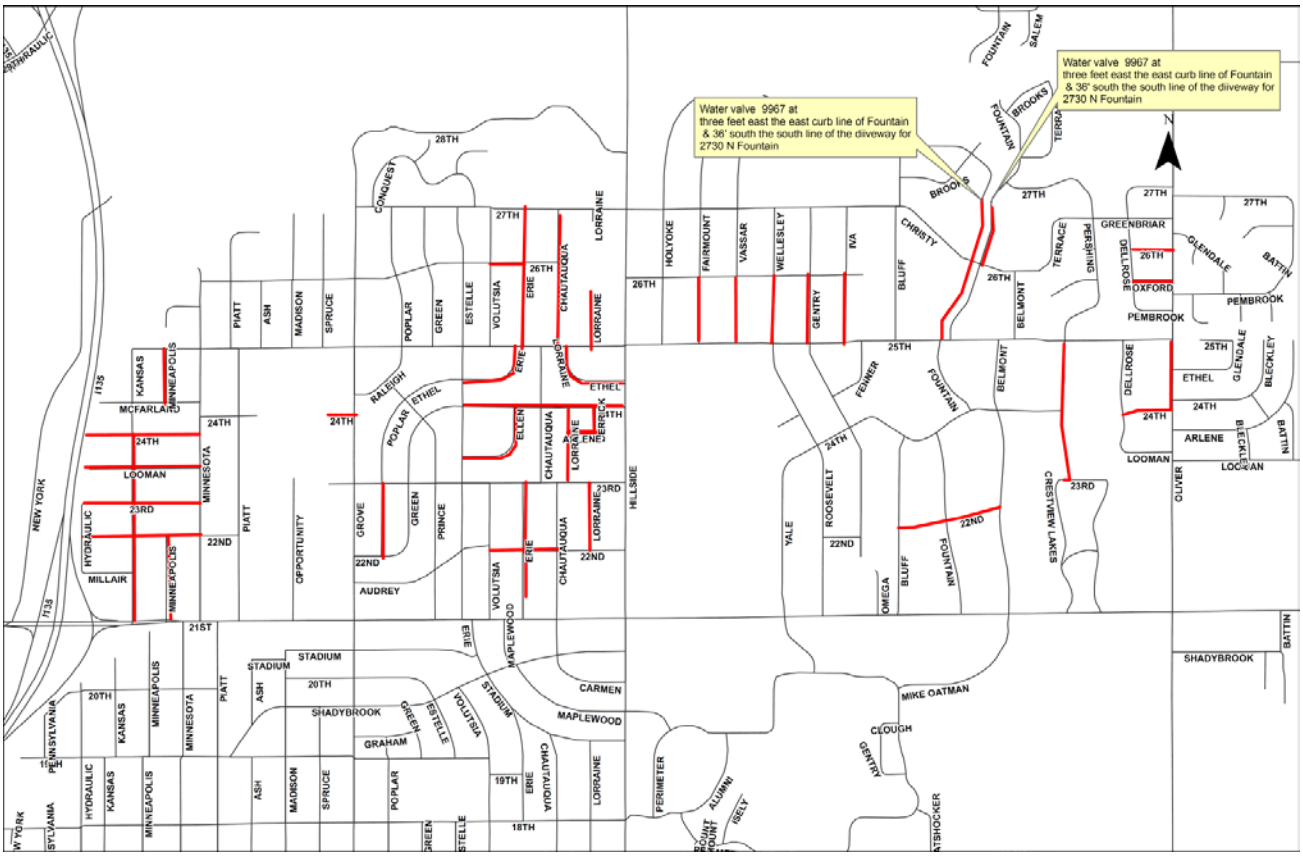
Eastborough North Neighborhood Water Main Replacement



Plaza WMR ***(Red bold lines indicate areas of desired improvement.)***



Ethel WMR ***(Red bold lines indicate areas of desired improvement.)***



Project Request

◉ CIP ○ Non-CIP CIP YEAR: [ ] CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: _____

FUND: 544 Water Construction

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT # : 753039 PROJECT TITLE: Water Line Eastborough North (W-39)

PROJECT DETAIL # : 010000 PROJECT DETAIL DESCRIPTION: 2013 W-39 WL Eastborough North

OCA # : 635816 OCA TITLE: 2013 W-39 WL Eastborough North

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

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$155,000.00	$2,611,462.00	$2,766,462.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$155,000.00	$2,611,462.00	$2,766,462.00

Expense Object Level 3			
2999 Contractuals	$155,000.00	$2,611,462.00	$2,766,462.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$155,000.00	$2,611,462.00	$2,766,462.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉CIP ○Non-CIP CIP YEAR: CIP #: 26

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 753042 PROJECT TITLE: Country Acres Phase 1 (W-42)

PROJECT DETAIL # : 010000 PROJECT DETAIL DESCRIPTION: 2013 W-42 Country Acres Phase I

OCA # : 635819 OCA TITLE: 2013 W-42 Country Acres Phase I

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

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$304,000.00	$5,200,000.00	$5,504,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$304,000.00	$5,200,000.00	$5,504,000.00

Expense Object Level 3			
2999 Contractuals	$304,000.00	$5,200,000.00	$5,504,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$304,000.00	$5,200,000.00	$5,504,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Project Request

◉ CIP ○ Non-CIP CIP YEAR: [ ] CIP #: 26

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 753043 PROJECT TITLE: 2013 Country Acres Phase II (W-43)

PROJECT DETAIL # : 010000 PROJECT DETAIL DESCRIPTION: 2013 W-43 WL Country Acres

OCA # : 635820 OCA TITLE: 2013 W-43 WL Country Acres Phase II

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

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$146,000.00	$5,050,000.00	$5,196,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$146,000.00	$5,050,000.00	$5,196,000.00

Expense Object Level 3			
2999 Contractuals	$146,000.00	$5,050,000.00	$5,196,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$146,000.00	$5,050,000.00	$5,196,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Gilmore & Bell, P.C.
03/04/2014

RESOLUTION NO. 15-258

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-257 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. **13-257** of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Country Acres Phase I (W-42)

(the "Project") at an estimated cost, including related design and engineering expenses of **$304,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **$328,320** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. **Amendment**. ***Section 1 and Section 2*** of the Prior Resolution are hereby amended to read as follows:

Section 1. **Project Authorization**. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Country Acres Phase I (W-42)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of **$5,504,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **$5,944,320** (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Notice**. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. **Repealer; Ratification**. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in ***Section 2*** hereof, ***Sections 1 and 2*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

Gilmore & Bell, P.C.
03/04/2014

RESOLUTION NO. 15-259

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-256 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. **13-256** of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Country Acres Phase II (W-43)

(the "Project") at an estimated cost, including related design and engineering expenses of **$146,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **$157,680** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. **Amendment**. ***Section 1 and Section 2*** of the Prior Resolution are hereby amended to read as follows:

Section 1. **Project Authorization**. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Country Acres Phase II (W-43)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of **$5,196,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **$5,611,680** (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Notice**. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. **Repealer; Ratification**. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in ***Section 2*** hereof, ***Sections 1 and 2*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

Gilmore & Bell, P.C.
03/04/2014

RESOLUTION NO. 15-260

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-260 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 13-260 of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Eastborough North (W-39)

(the "Project") at an estimated cost, including related design and engineering expenses of $155,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $167,400 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. **Amendment**. ***Section 1 and Section 2*** of the Prior Resolution are hereby amended to read as follows:

Section 1. **Project Authorization**. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Eastborough North (W-39)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $2,766,462. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $2,987,779 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Notice**. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. **Repealer; Ratification**. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in ***Section 2*** hereof, ***Sections 1 and 2*** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on August 28, 2015.) 132019

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 15-258, on August 25, 2015 (the "Resolution"). The Resolution amended Resolution No.13-257 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed $328,320 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Line Country Acres Phase I (W-42)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $5,504,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $5,944,320 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 25, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on August 28, 2015.) 132019

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No.15-259, on August 25, 2015 (the "Resolution"). The Resolution amended Resolution No.13-256 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed $157,680 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Line Country Acres Phase II (W-43)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $5,196,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $5,611,680 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 25, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

(Published in ***The Wichita Eagle***, on August 28, 2015.) 132019

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 15-260, on August 25, 2015 (the "Resolution"). The Resolution amended Resolution No.13-260 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed $167,400 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Line Eastborough North (W-39)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $2,766,462, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $2,987,779 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 25, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Granting of an Easement Across City Property at the Northwest Corner of Mead and Kinkaid (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: The Union Pacific Railroad Company (UPRRC) and the City are working to modify and upgrade crossings and signals along UPRRC's rail corridor in the vicinity of Mead Street. As part of this project, UPRRC wishes to relocate a signal cabin from street right-of-way onto an adjacent City-owned parcel.

Analysis: The City owns a 26,500 square foot parcel at the northwest corner of Mead and Kinkaid. The parcel is currently vacant. It is leased to an adjacent business for utilization by its operation. The signal cabinet requires approximately 800 square feet. It is proposed that the east 25 feet of the south 32 feet of the site be utilized. This location and use will have no impact on the operations of the lessee.

Financial Considerations: There is no economic impact to the City.

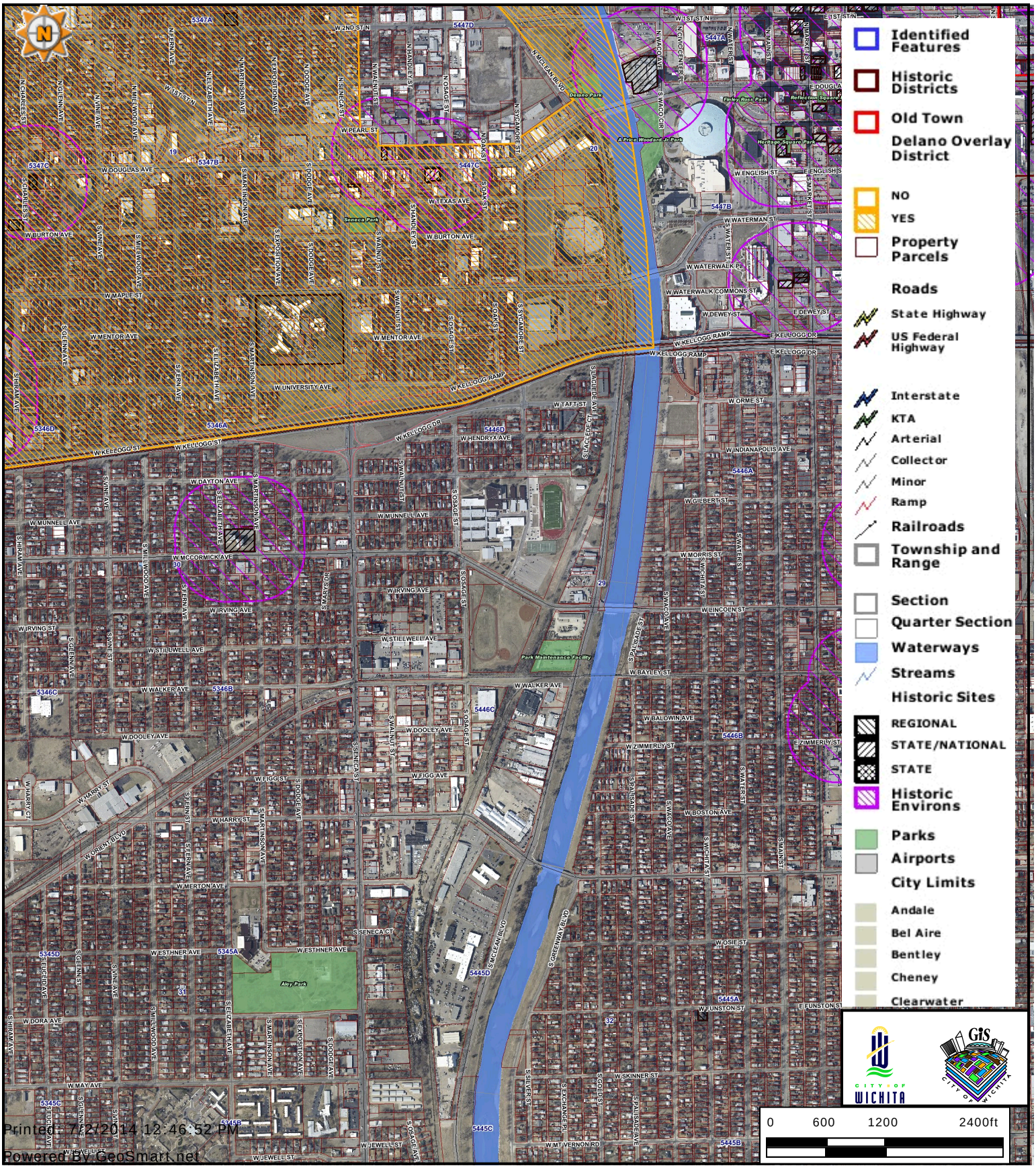
Legal Considerations: The Law Department has approved the easement as to form.

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

Attachments: Easement and aerial.

Wichita Midland Valley RR

Wichita KS Aerial Overview



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

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Union Pacific Railroad Company
Attn: Assistant Vice President – Real Estate
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

(Space Above for Recorder's Use Only)

EASEMENT DEED

CITY OF WICHITA, a Kansas municipal corporation ("Grantor"), for and in consideration of One Dollar ($1.00) in hand paid by Grantee to Grantor and other valuable consideration paid to it, grants and conveys to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee"), its successors and assigns, a PERPETUAL, EXCLUSIVE EASEMENT AND RIGHT OF WAY ("Easement") in, to, over, along, upon, under and across the property in Sedgwick County, State of Kansas, described in **Exhibit A**, attached hereto and made a part of this Easement Deed ("Property"), for the construction, installation, use, operation, maintenance, repair, renewal and reconstruction of one (1) signal cabin and all related appurtenances, and for any other railroad purposes, together with the right of ingress and egress to and from the Property for the purpose of exercising the rights granted in this Easement Deed, and, if and when necessary, removing Grantee's property and facilities from the Property.

Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that Grantor has the full power and lawful authority to grant and convey the Easement. Grantor also covenants with Grantee that Grantor will warrant and defend Grantee's title to the Easement in the Property against the claims of all persons.

Grantee shall indemnify, defend, and hold harmless Grantor, its successors or assigns ("Indemnitees"), from and against liability, losses, costs and expenses ("Losses") which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such Losses are caused by Grantee's use of the Easement pursuant to this Easement Deed, except for any Losses arising from the negligence or willful misconduct of Grantor.

Grantor has duly executed this Easement Deed this _____ day of _____, 2015.

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

City of Wichita, Kansas

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2015 by Jeff Longwell, Mayor and Karen Sublett, City Clerk of the City of Wichita, a municipal corporation, for and on behalf of said corporation.

_____
Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

EXHIBIT A

Legal Description of Tract Surveyed:

The East 25.00 feet of Lot 25, and the East 25.00 feet of the South 7.00 feet of Lot 26, Herring's Subdivision of Lots 1, 2, 3 and 4 in Block 6 in Kinkaid's 2nd Addition to Wichita, Kansas, Sedgwicl County, Kansas, containing 800.75 square feet.

A Title Commitment was not furnished by the Client in support of this survey. Location of easements which may be recorded to this tract are "not shown by agreement with the client".

I hereby certify this Plat of Survey has been completed based upon a field survey completed on July 20, 2015, under my direct supervision.

WM. J. HAVERKAMP
LICENSED
7/20/2015
LS-886
KANSAS
LAND SURVEYOR

William J. Haverkamp, P.S. 886

Revised 8-21-2015 **Agenda Item No. II-15**

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Grant Application for Resident Opportunities and Self Sufficiency (ROSS) Program (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the submission of the Resident Opportunities and Self-Sufficiency (ROSS) Grant application to the U. S. Department of Housing and Urban Development (HUD), authorize staff to develop a contract with Sedgwick County, Kansas and authorize the necessary signatures.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act (QHWRA) of 1998 was signed into law. Section 538 of the reform act added a new section to the United States Housing Act of 1937, which provides a mandate to link services and public housing residents for economic self-sufficiency.

The Department of Housing and Urban Development has issued a Notice of Funding Availability for the Resident Opportunities and Self Sufficiency (ROSS) program. This program includes a provision for a competitive grant application to promote independent living for the elderly and persons with disabilities. The Wichita Housing Authority (WHA) Public Housing Division was awarded $219,000 for the 2012 ROSS Grant application, with the Sedgwick County Department on Aging as the WHA's partner and contract administrator. This partnership has been in place for the 2000, 2003, 2006, 2009 and 2012 grant years. The previous ROSS Grant Programs have been well received and utilized by the 226 elderly and disabled households in Greenway Manor, McLean Manor, Rosa Gragg and Bernice Hutcherson apartment complexes.

Analysis: The purpose of the ROSS Program is to link public housing residents with supportive services, resident empowerment activities and resources to enhance their quality of life. This purpose is consistent with HUD's goal to focus resources on independent living for the elderly and persons with disabilities. If awarded, the grant will enable the Public Housing Division to continue the level of services currently provided to its tenants.

Staff of the WHA and Sedgwick County Department on Aging (Central Plains Area Agency on Aging) have developed a Resident Service Delivery Program which will be continued through this grant. It will assist residents with transportation, companionship and healthy living services at a nominal cost to residents of Greenway Manor, McLean Manor, Rosa Gragg and Bernice Hutcherson apartment complexes. The WHA will apply for the enough funding to pay for three years of salary and benefits for the Central Plains Area Agency on Aging Service Coordinator, $30,000 of administrative funds and $6,000 of training funds, which is a total of $177,500 for a three-year program. Under the proposal, the services will be provided by the Central Plains Area Agency on Aging in partnership with the WHA.

Financial Considerations: The notice of funding requires a 25% match, which may be in-kind. Central Plains Area Agency on Aging and other non-City agencies has a committed in-kind match of **~~93,049.00~~ $103,201**. There is no impact to the General Fund as a result by of this action.

Legal Considerations: If the grant is awarded, the Wichita Housing Authority will enter into a formal contract with Sedgwick County for the Central Plains Area Agency on Aging to administer the program. The formal contract will be approved as to form by the City of Wichita Law Department.

Recommendation/Actions: It is recommended that the City Council approve the submission of the ROSS Grant application to the U. S. Department of Housing and Urban Development, authorize staff to develop a contract with Sedgwick County and authorize the necessary signatures.

Attachments:
Application and Standard Forms SF-424
ROSS Service Coordinator Application HUD-52768
ROSS Needs and Services Form HUD-52769
Preliminary Partnership Agreement HUD-52755
Applicant Recipient Disclosure Report HUD-2880
Certificate of Consistency with the Consolidated Plan HUD-2991
SFLLL – Disclosure of Lobbying Activities

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit http://www.adobe.com/go/acrreader.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

OMB Approval No. 2577-0229
Expiration Date 6/30/2018

**U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING**

ROSS SERVICE COORDINATORS – FUNDING REQUEST

The public reporting burden for the collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information will be used for the ROSS grant. Response to this request for information is required in order for your application to be reviewed and/or receive ROSS SC funds. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information does not lend itself to confidentiality.

PLEASE READ THE ROSS SC NOFA CAREFULLY FOR DIRECTIONS AND MINIMUM REQUIREMENTS

1. Name of Applicant: _____

2. Applicant Type (please check):

a. Public Housing Authority (PHA) ☐
b. Tribe/Tribally Designated Housing Entity (TDHE) ☐
c. Resident Association (RA) ☐
   - RAs must also answer questions 8 and 9
d. 501(c)(3) Nonprofit applicant ☐
   - 501(c)(3) applicants must be supported by a PHA, tribe/TDHE, or RA.
   - 501(c)(3) applicants must also answer question 10

3. Joint Applicant Name (if applicable): _____

4. Name of PHA/Tribe/TDHE(s) to be Served:
_____

5. PHA Code(s) to be served (Not applicable to tribes/TDHEs):
_____

6. Number of ACC Units/Formula Currently Assisted Stock in PHA/Tribe: _____

7. PHA Applicants – Elderly/Disabled Service Coordinators (EDSC) Grant:

Are you currently eligible to receive funding for one or more EDSCs through the Operating Subsidy (**not** ROSS-Elderly/Persons with Disabilities)?

Yes ☐ **No** ☐

NOTE: If **yes,** and you request and are granted funding for an SC to **serve Elderly/Disabled Residents** through this NOFA, you will **forgo** any future EDSC Renewal funding.

8. RA Applicants - please indicate your RA type by checking the corresponding box:

a. Local/Site Based Resident Association ☐

b. Local/Site-Based Resident Council ☐
c. City-Wide Resident Association ☐
d. Jurisdiction-Wide Resident Association ☐
e. Intermediary Resident Association ☐
f. Regional Resident Association ☐
g. Resident Management Corporation ☐
h. Statewide Resident Association ☐
i. National Resident Association ☐

9. RA applicants – to be eligible you must indicate your nonprofit/incorporated status:

a. Nonprofit ☐

Please specify nonprofit type:

- 501(c)(3) ☐
- State-recognized/incorporated nonprofit ☐
- Other ☐ Please specify: _____

<u>You must submit documentation with your application attesting to your nonprofit status.</u>

10. 501(c)(3) Non-Profit Applicants - indicate whether you are submitting your application on behalf of a PHA, tribe/TDHE, or RA:

- PHA ☐
- Tribe/TDHE ☐
- RA ☐

11. Do you (the applicant) have a current ROSS-SC grant (i.e., a grant that was awarded within 2 years from the date of this application)?

Yes ☐ **No** ☐

If **yes**, please provide your ROSS grant #: _____

12. If yes to question 11, are you applying to serve <u>only projects that are not served by your current ROSS-SC grant</u>?

Yes ☐ **No** ☐

Service Coordinator (SC) Information

SC positions requested	**Project(s) to be served** (See NOFA for limits. If different PHAs, list all.)	**Number of units to be served** (See NOFA for minimum number of units)	**Clients to be served** - families - elderly - both	**Year**	**Salary/Fringe** (See NOFA for limits.)	**Admin** (See NOFA for limits.)	**Training** (See NOFA for limits.)
1				**1**	$	$	$
				2	$	$	$
				3	$	$	$
2				**1**	$	$	$
				2	$	$	$
				3	$	$	$
3				**1**	$	$	$
				2	$	$	$
				3	$	$	$
				Total	$	$	$

TOTAL GRANT REQUESTED $ _____

For each SC position requested, fill in one large row.

OMB Approval No. 2577-0229
Expiration Date 6/30/2018

**U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING**

ROSS SERVICE COORDINATORS – NEEDS and SERVICE PARTNERS

Public reporting burden for the collection of information is estimated to average 4 hours per response. This includes the time for collecting, reviewing, and reporting the data. The information will be used for the ROSS grant. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. This information will allow HUD to determine eligibility for the ROSS SC Program. This information does not lend itself to confidentiality.

*****PLEASE READ NOFA CAREFULLY FOR DIRECTIONS AND MINIMUM REQUIREMENTS.*****

1. Name of Applicant: City of Wichita Housing Authority

2. PHA/Tribe/TDHE(s) to be Served: KS004

NEEDS	NEED? (check all that apply – see NOFA for requirements)	SERVICE PROVIDER/PARTNER(s) (list all)	Value of Match*
Life Skills Training	x	Central Plains Area Agency on Aging	
Financial Literacy/Credit Counseling/Credit Repair			
Literacy Training			
ESL			
GED/High School Equiv.			
Mentoring	X	Mental Health Assn/Sen Companion	
Job Soft Skills Training			
Job Hard Skills Training/Certification			
Job Search and Placement			
Job Retention/Promotion			
ISAs/IDAs	X	WSCAP	
Homeownership Counseling			
Computer Classes			
Drug/Alcohol Treatment	X	Sedgwick County COMCARE	
Mental Health Treatment	X	Sedgwick County COMCARE	
Health/Dental Care	X	GraceMed;HealthCore;Hunter Health	
Home Maintenance classes			
Parenting classes			

Form HUD-52769 (6/2015)

Nutrition classes	X	Central Plains Area Agency on Aging	
Youth Programming – tutoring/mentoring/after school/summer			
Child Care			
Transportation	X	Wichita Transit	
Tax Preparation Assistance			
Community Safety	X	Wichita Fire and Police Dept	
Resident Empowerment/Capacity Building	X	Mental Health Association Senior Companion Central Plains Area Agency on Aging	
Resident Business Development			
Assistance with Activities of Daily Living	X	Central Plains Area Agency on Aging	
Meals to meet nutritional need for Elderly	X	Senior Services Meals on Wheels	$58,960.00
Disability Services Counseling	X	Independent Living Resource Center	
Personal Emergency Response Resources			
Wellness Programs			
Other (please describe)			
Other Socialization	X	Wichita Homebound Outreach	$10,152.00
Other Medicare Counseling	X	Central Plains Area Agency on Aging	$2,265.00
Other In-Home Services	X	Sedgwick County In-Home Services	$25,137.00
Other Health Options Counse	X	Central Plains Area Agency on Aging	$6,687.00
		TOTAL	$ 103,201.

3. Total Grant Requested $ 177,500.00
4. Total Match Documented $ 103,201.00
5. Match is 58 **% of Grant Requested** (must be at least 25% to qualify)

*I Mary K. Vaughn, certify that the match recorded here is supported by letters on file from community or other partners which certify to this amount of match funding (cash or in-kind) and that this represents the total match for the term of the grant.

Signature of Authorized Representative

Director, Wichita Housing Authority
Title

Form HUD-52769 (6/2015)

2015 ROSS SERVICE COORDINATORS PROGRAM FUNDING

CONTRACT ADMINISTRATOR PARTNERSHIP AGREEMENT

I. General Terms

This partnership agreement is made and entered into by and between the **Applicant, City of Wichita Housing Authority,** hereinafter referred to as Applicant and the **Contract Administrator (CA)**, Central Plains Area Agency on Aging, hereinafter referred to as "CA".

WHEREAS, the Applicant is submitting the proposal for a Resident Opportunity and Self-Sufficiency (ROSS) Service Coordinators Program.

WHEREAS, the Applicant agrees to comply with all terms and conditions expressed in HUD's NOFA, applicable provisions of 24 CFR 964, provisions of the grant agreement entered into with HUD, and provisions contained in this Partnership Agreement.

WHEREAS, the CA supports the Applicant's ROSS grant application and agrees to provide technical assistance to the Applicant in accordance with HUD's NOFA, HUD regulations and provisions contained in this agreement.

WHEREAS, pursuant to the commitment made by the CA, this agreement is executed outlining the type, scope and extent of services that the CA will provide to the Applicant if the grant is funded. If HUD does not fund the grant, this agreement shall be null and void.

II. Roles and Responsibilities

A. Grant Oversight

Under the direction of the applicant, the CA agrees to oversee the administration of the ROSS grant program. This includes financial management, procurement, completing the annual reports, and ensuring that all grant activities are completed successfully within the grant period. In meeting these commitments, the CA agrees to abide by the provisions of 24 CFR Parts 964/984, 45, 84, and 85 and the following OMB Circulars as applicable:

- A-87 "Cost Principles for State, Local, and Indian Tribal Governments";
- A-122 "Cost Principles for Nonprofit Organizations";
- A-110 "Uniform Administrative Requirements for Grants and Other Agreements with
- Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"; and
- A-133 "Audits of States, Local Governments, and Non-Profit Organizations".

B. Grant Coordination

The CA and the Applicant will meet bi-monthly or as needed to discuss progress, problems incurred, strategies to overcome them, specific areas of responsibility, future activities, and any other issues as necessary.

C. Financial Responsibility

The Applicant retains ultimate responsibility for all grant activities, including drawing down funds from HUD, grant expenditures, and reporting to HUD.

D. Performance Measurement

The CA will work with the Applicant to ensure that results agreed to by the Applicant and HUD are achieved. All annual financial and performance reports prepared by the CA must be reviewed and approved by the Applicant prior to submission to HUD.

E. Coordinating and Building Partnerships

The CA agrees to coordinate the provision of assistance from grant partners. The CA also agrees to work with the Applicant in pursuing additional partnerships/assistance from community organizations, government, and other organizations whose services would benefit residents and the overall grant program. Following are suggested resources:
- Area enrichment programs
- Local Banks
- Chamber of Commerce
- Community Development Agencies
- Private Industry Council
- Local/State Health & Human Services Agencies
- Local Higher Education and Continuing Education Facilities
- Local Independent School Districts
- Social Service Organizations

F. Program Assessment and Reporting

The CA agrees to conduct or otherwise assist the Applicant in assessing grant activities based on 1) the performance measures in the Applicant's grant proposal submitted to HUD and 2) any revisions to the assessment methodology made by the local HUD field office. The CA will ensure that reports to HUD are made as required. All annual financial and performance reports prepared by the CA must be reviewed and approved by the Applicant prior to submission to HUD.

III. Contracted Amount and Term

No funds will be paid to the CA for services rendered prior to HUD's selection of the Applicant for funding or for services rendered prior to the execution of a grant agreement between the applicant and HUD. This partnership agreement will be valid only if/when HUD selects the Applicant for funding.

This agreement is also contingent upon the approval of the City of Wichita Housing Authority Board, City Manager, City Law Department, Board of Sedgwick County Commissioners, County Manager and the Sedgwick County Legal Department with the execution of a formal contract, subsequent to the grant award to the Applicant, between the City of Wichita and Sedgwick County.

The total contracted amount of $177,500.00 for all services defined within this contract is based on a period of time beginning approximately January 1, 2016 and ending December 31, 2018. (**NOTE: CAs must be retained for the full term of the grant**.) The CA will be paid from ROSS Grant funds, as authorized by the HUD NOFA. Remuneration of the CA will be made in the amount of $30,000.00 for administrative costs as the CA on a quarterly basis over the 3-year grant term. Service Coordinator's salary and benefits for 2016: $44,000.00; 2017: $47,100.00; 2018: 50,400.00. Training for 2016: $2,000.00; 2017: $2,000.00; 2018: $2,000.00 with the understanding that any expenditure of training dollars must be pre-approved by the Kansas City HUD Field Office.

IV. Termination

Each party may terminate this agreement provided 60 calendar days of written notice is given to the local HUD field office and the other party to this agreement. Applicants may terminate this agreement based on non-compliance or non-cooperation by the CA. Termination may only occur when all channels of resolution have been exhausted, including mediation between the two parties. If all avenues for resolution have been exhausted, termination by the applicant will require a two-thirds majority vote of the applicant's Housing Authority Board.

WITNESS OUR HANDS EFFECTIVE _____

City of Wichita Housing Authority Applicant	Central Plains Area Agency on Aging Contract Administrator
_____	_____
Mary K. Vaughn, Director Housing and Community Services Department	Annette Graham, Director
_____	_____
Date	Date

AMENDED form **HUD-52755** (12/2005)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2015)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received

5. State the name and location (street address, City and State) of the project or activity:

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☐ **Yes** ☐ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ **Yes** ☐ **No**.

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

(1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of $200,000 during the during the fiscal year;

(2) You are updating a prior report as discussed below; or

(3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance): General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to ***either*** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD ***and any other source*** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).
   Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, “person” means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Con solidated Plan.
(Type or clearly print the following information:)

Applicant Name: City of Wichita Housing Authority

Project Name: ROSS - Service Coordinator Program

Location of the Project: Wichita, KS

Name of the Federal Program to which the applicant is applying: Resident Opportunity and Self Sufficiency (ROSS) Service Coordinator

Name of Certifying Jurisdiction: City of Wichita, Kansas

Certifying Official of the Jurisdiction Name: Robert Layton

Title: City Administrator

Signature:

Date: 8/10/2015

Agenda Item No. II-16

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: 2016 Federal Victims of Crime Act Grant

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the submission of the grant application and authorize the Mayor to sign the grant upon approval.

Background: Since 1990, the City Attorney's Office has provided advocacy services to victims of domestic violence. These services were provided by various outside contractors over the years, and most recently Correctional Counseling of Kansas (CCK). In 2012, a contract was entered into with CCK to provide both victim and witness services, as well as domestic violence advocacy. This contract was set to expire on December 31, 2015. On July 1, 2015, CCK gave notice of its intent to cancel the contract effective September 1, 2015. Based on the notice of termination, a Request for Proposal (RFP) was issued for contractors to provide these services. The RFP closed on July 24, 2015, with no proposals being received.

Analysis: The Kansas Victim Rights Amendment and the Kansas Victims' Bill of Rights, K.S.A. 74-7333, require that victim services and notifications to victims be provided by prosecuting agencies. To continue the program as required by law, it is important that the City's level of victim services not be diminished.

The City is requesting an $ 89,619 grant through the Kansas Governor's Grants Program – Federal Victims of Crime Act Grant to support domestic violence advocate services associated with the Domestic Violence program. The funds will be used to fund one full-time Administrative Aide II position to provide counseling services and other support activities for victims of this crime for FY 2016.

Financial Considerations: Domestic Violence Victim Advocate services will be supported through the grant requested from the Federal Victims of Crime Act. A 20 percent match of the grant amount will be required by the City of Wichita. The 2016 Adopted Budget for the Law Department includes additional funding to supplement victims advocacy programs in the Law Department. This funding, along with salary and benefit under expenditures compared to budget, will be used to leverage grant funds if an award is made.

Legal Considerations: The Director of Law must review and approve the grant application for submission and receipt of the grant funds.

Recommendations/Actions: It is recommended that the City Council approve the submission of the grant application and authorize the Mayor to sign the grant upon approval.

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: HOME CHDO Operating Support Funding (Districts I, III, IV, V, and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the recommended allocations and the funding agreements and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved final allocations under the 2015-2016 Second Program Year Action Plan, which included $50,000 of HOME Investment Partnerships Program (HOME) funds for operational support for City-designated Community Housing Development Organizations (CHDOs).

Analysis: HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD) and HUD regulations allow up to five percent of HOME allocations to be used for general operating assistance to CHDOs that are receiving set-aside funds for a housing development activity. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO, and may include salaries and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance, equipment, materials and supplies are also eligible. Under the City's program, a maximum grant amount of $25,000 is available to any one CHDO.

Housing and Community Services staff has evaluated funding applications prepared by the CHDOs and recommends allocations for Mennonite Housing Rehabilitation Services and Power CDC.

Financial Considerations: Funding for these allocations will come from the 2015-2016 HOME Grant. There is no impact to the General Fund as a result of this action.

Mennonite Housing Rehabilitation Services (MHRS) is recommended to receive $25,000. This allocation will partially fund the MHRS Project Manager's salary to oversee the following HOME-funded programs: 2014 and 2015 CHDO set-aside Neighborhood Homes projects; Boarded-up House projects; and single-family development projects funded under the Housing Development Loan Program. MHRS has funding sufficient to produce four units of housing with 2015 CHDO set-aside funding.

Power CDC is recommended to receive $25,000. This allocation will partially fund the salary and benefits for the Executive Director to oversee the following HOME-funded programs: 2015 CHDO set-aside single-family housing projects; Boarded-up House projects; and single-family development projects funded under the Housing Development Loan Program. Power CDC has funding sufficient to produce two units of housing with 2015 CHDO set-aside funding.

Legal Considerations: Funding agreements have been approved as to form by the Law Department.

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

Attachments: Funding agreements.

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Mennonite Housing Rehabilitation Services, Inc.
(The Agency)
A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

Operating Support Funding
2015-2016

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No._____

AGREEMENT

THIS CONTRACT, dated the 25th day of August, 2015, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. a Community Housing Development Organization (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

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

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin August 11, 2015, and end no later than December 31, 2016 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (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.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner 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.

4. The Agency 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 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.

5. The Agency 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.

6. 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.

7. 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).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act. Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed $25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant’s disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant’s needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Agency's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Mennonite Housing Rehabilitation Services, Inc.
(the Agency)

_____
Signature

_____
Title of Officer

_____
Date

CITY OF WICHITA, at the Direction of the City Council

By_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magaña Date
City Attorney and Director of Law

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.

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

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of $25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be $25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of $25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	$25,000.00
TOTAL	$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than $10,000 must be approved by the City Council.

2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.

3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.

4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

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

2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2016, and for each year this contract is in effect, an annual report of the HOME funded portion of the program**. The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.

3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

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

Exhibit C

BUDGET

Professional Services; Salaries Support	$25,000.00
TOTAL	$25,000.00

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Power Community Development Corporation
(Power CDC, The Agency)
A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

Operating Support Funding
2015-2016

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No._____

AGREEMENT

THIS CONTRACT, dated the 25th day of August, 2015, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power Community Development Corporation (Power CDC, a Community Housing Development Organization, hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

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

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin August 11, 2015, and end no later than December 31, 2016 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title

VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (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.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner 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.

4. The Agency 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 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.

5. The Agency 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.

6. 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.

7. 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).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act. Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed $25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant’s disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant’s needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Agency's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Power CDC, Inc.
(the Agency)

_____
Signature

_____
Title of Officer

_____
Date

CITY OF WICHITA, at the Direction of the City Council

By_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magaña Date
City Attorney and Director of Law

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.

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

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of $25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be $25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of $25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	$25,000.00
TOTAL	$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than $10,000 must be approved by the City Council.

2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.

3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.

4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

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

2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2016, and for each year this contract is in effect, an annual report of the HOME funded portion of the program**. The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.

3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

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

Exhibit C

BUDGET

Professional Services; Salaries Support	$25,000.00
TOTAL	$25,000.00

Agenda Item No. II-18

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Kansas Forestry Service LSR Grant Participation (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Authorize matching funding for the Landscape Scale Restoration (LSR) grant prepared by the Kansas Forest Service (KFS).

Background: The United States Forestry Service (USFS) offers LSR grants through a competitive process. These grants should effectively address the Service's purpose statement which is to *"shape and influence forest land use on a scale and in a way that optimizes public benefits from trees and forests for both current and future generations."* In conjunction with this purpose, and as part of Kansas' Forest Action Plan, KFS is collecting data on urban trees and researching the creation of a more resilient urban tree canopy. KFS has completed a survey in the Kansas City Metro/Douglas County area, and would like to do a similar study in Wichita.

KFS is preparing a grant request for $300,000 in LSR funding with the goal of assessing, evaluating, planning and implementing a more resilient tree canopy in Wichita. KFS will compete for this grant with 17 western states in the U. S. Matching funds are required, and KFS has requested that the City of Wichita provide a portion of these funds if the grant is awarded. The dates of the 3-year grant period are June 2016 through June 2019.

Analysis: The Park Maintenance and Forestry section of the Park and Recreation Department (P&R) is expanding operations in accordance with the recent Westar Energy franchise renegotiation. Additional franchise fees will allow Forestry more resources to maintain a healthy urban tree canopy. Work is to focus on removal of declining and/or inappropriately sited trees, proactive maintenance of existing trees and planting of new trees. Information collected from the KFS study will be invaluable in prioritizing Wichita's needs and directing planting operations.

Strategies for the KFS program include an Urban Tree Canopy (UTC) study, a detailed public tree inventory, Urban Forest Inventory Assessment (FIA) plots and a targeted tree planting plan. These strategies are designed to increase the tree canopy, address energy use, and improve storm water management as well as water/air quality. If the grant is awarded, KFS is asking for a one-time match of $40,000 to fund a portion of the UTC assessment.

Financial Considerations: If the $300,000 grant is awarded, sufficient funding is available for the local match in the Park Maintenance and Forestry budget.

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

Recommendations/Actions: It is recommended that the City Council approve the matching funding for the KFS LSR grant assessing and creating a more resilient canopy in the City of Wichita and authorize the necessary signatures.

K·STATE
Research and Extension
Kansas Forest Service
2610 Claflin Rd.
Manhattan, KS 66502-2798
(785) 532-3300
fax: (785) 532-3305
kfs@k-state.edu
www.kansasforests.org

August 14, 2015

City of Wichita
Parks and Rec. Department
455 N. Main
Wichita, KS 67202

Dear Wichita Parks and Recreation:

With this letter I am writing to thank you for addressing the Kansas Forest Service's Landscape Scale Restoration (LSR) grant funding match request central to inventorying Wichita's public trees. Pursuant to receipt of the draft Consent Agenda message, crafted by the Wichita Depart of Park and Recreation, and in consultation with Mr. Tim McDonnell, Kansas Forest Service's Community Forestry Coordinator I, in exchange for $40,000 of grant proposal cash match from the City of Wichita for the purpose of contracting a portion of the Urban Tree Canopy (UTC) study, agree to provide a full time Forester, or trained person of similar expertise, to the city for a period not to exceed three years to assist with the Urban Tree Canopy study (UTC), a detailed Public Tree Inventory, and the Urban Forestry Inventory and Assessment (FIA).

This commitment is contingent upon receipt of a LSR grant award of $300,000 from the USDA Forest Service's 2016 Federal allocation. Moreover, the starting date for staffing an employee in Wichita, should the referenced grant proposal be awarded, is contingent on:

- full actualization of a $300,000 grant award from the USDA Forest Service which will likely be May 31, 2016 or later,
- the successful recruitment of a qualified professional for assignment to the city of Wichita, and
- office space, office furniture, and phone and internet communication service lines or WIFI provided by the City of Wichita.

Sincerely,

Larry Biles

Larry Biles
State Forester

Cc: Tim McDonnell

KANSAS FOREST SERVICE

Kansas State University, County Extension Councils, Extension Districts, and U.S. Department of Agriculture Cooperating.

K-State Research and Extension is an equal opportunity provider and employer.

Knowledge for Life

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Railroad Crossing Improvement Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the 2015 Railroad Crossing Improvement Project and payment authority for the same, approve the agreement, and adopt the resolution.

Background: The Capital Improvement Program (CIP) includes funding each year to improve railroad crossings throughout the City. These improvements require coordination with the following railroads: Burlington Northern Santa Fe Railway (BNSF), Union Pacific Railroad (UPRR), Kansas & Oklahoma Railroad (K&O), and Wichita Terminal Association (WTA). Most of the improvements are made by the railroads and a portion of the costs are reimbursed by the City. Some maintenance work such as minor improvements to crossing approaches and drainage improvements may be performed by the City's Department of Public Works & Utilities.

A backlog of needed improvements has been accumulating since 2009 due to administrative changes, staff turnover, and the need to refine project details between the City and the railroads. In addition to the backlog, a review by the Kansas Department of Transportation recommended safety improvements at crossings in the City that are connected to signalized intersections. Additional crossings may require repairs throughout the life of the project.

On August 5, 2014, the City Council approved two agreements with the UPRR that authorized the closure of two crossings that were not included in any of the prior year projects. City crews performed the work and the UPRR paid the City $140,000.

Analysis: An agreement with the K&O Railroad has been prepared to provide for crossing improvements as needed. The agreement states that the K&O will submit cost estimates for City staff approval prior to completing any improvement work or incurring any related expenses. Staff would prefer similar blanket agreements with the other three railroads as this is the most efficient approach, but to meet the specific requirements of the railroads, individual agreements for each crossing identified for improvement will be required.

Funding is available in 2015 in the Adopted 2015-2024 CIP. Staff recommends initiating the 2015 funding and applying the $140,000 payment from the UPRR to the project for a total budget of $290,000. A resolution has been prepared to authorize the 2015 project funding and provide for repair and improvement of any crossing within the City limits that falls under the scope of the Railroad Crossing Improvement Project and is applicable to approved agreements with the railroads.

Financial Considerations: The proposed 2015 project funding is $150,000 in general obligation (GO) at-large bonds, plus the $140,000 payment from the UPRR, for a total project budget of $290,000.

Funding Source		Amount
2015 project GO at-large		$150,000
UPRR payment		$140,000
	Total budget for 2015 project	**$290,000**

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

Recommendation/Actions: It is recommended that the City Council approve the 2015 project and budget, authorize City staff to make payments from the same, adopt the resolution, approve the agreement, and authorize the necessary signatures.

Attachments: Budget sheets, resolution, and agreement with the Kansas & Oklahoma Railroad.

Project Request

◉CIP ○Non-CIP CIP YEAR: [ ] CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85115

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: 8-11-15 REQUEST DATE: _____

PROJECT # : 211515 PROJECT TITLE: Railroad Crossing Improvement 2012-2013

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Railroad Crossing Improvement 2012-2013

OCA # : 707059 OCA TITLE: Railroad Crossing Improvement 2012-2013

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$440,000.00	($140,000.00)	$300,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$440,000.00	($140,000.00)	$300,000.00

Expense Object Level 3			
2999 Contractuals	$440,000.00	($140,000.00)	$300,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$440,000.00	($140,000.00)	$300,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85219

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: 8-18-15 REQUEST DATE:

PROJECT # : 211545 PROJECT TITLE: 2015 Railroad Crossing Improvement Program

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 2015 Railroad Crossing Improvement Program

OCA # : 707090 OCA TITLE: 2015 Railroad Crossing Improvement Program

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$150,000.00	2999 Contractuals	$290,000.00
9723 Other proceeds	$140,000.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$290,000.00	**EXPENSE TOTAL:**	$290,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

.MEMORANDUM OF AGREEMENT

between

THE CITY OF WICHITA, KANSAS

and

KANSAS & OKLAHOMA RAILROAD

for

RAILROAD CROSSING IMPROVEMENTS

THIS MEMORANDUM OF AGREEMENT, made this 20 day of January, 2015, by and between the CITY OF WICHITA, KANSAS, hereinafter called the "CITY", and KANSAS & OKLAHOMA RAILROAD, hereinafter called the "RAILROAD".

WHEREAS, the parties desire to act cooperatively to perform maintenance at public railroad crossings and related improvements in the CITY.

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

I. THE CITY AGREES:

A. To consider funding participation with the cost of improvements at public railroad crossings and related improvements in the CITY, to be determined separately for each improvement.

B. To determine and inform RAILROAD of the public railroad crossings and related improvements for which repair is desirable from the applicable budget year's funds.

II. THE RAILROAD AGREES:

A. To prepare a cost estimate for each separate improvement which RAILROAD seeks CITY funding consideration and submit such estimate to the CITY.

B. To perform improvements at public railroad crossings and related improvements selected by CITY within a reasonable time after notice of the same.

C. To not close, either temporarily, partially or completely, any CITY street for non-emergency work until granted permission by the CITY and to request such permission twenty-eight (28) days prior to anticipated date of closure.

III. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to RAILROAD to unilaterally terminate this Memorandum of Agreement at any time, effective ninety (90) days after receipt of written notice by the CITY.

B. That the right is reserved to the CITY to unilaterally terminate this Memorandum of Agreement at any time, effective ninety (90) days after receipt of written notice by the RAILROAD.

C. To perform maintenance as described in K.S.A. § 66-227, et seq.

D. To comply with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

E. It is further agreed that this Memorandum of Agreement shall be binding upon the parties hereto and their successors and assigns.

F. The parties acknowledge that this Memorandum of Agreement will only be applied to projects qualifying for sole source allocation under City Code 2.64.020(b).

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date first herein written.

CITY OF WICHITA

Jeff Longwell, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magaña, City Attorney and Director of Law

KANSAS & OKLAHOMA RAILROAD

Jimmy Patterson, General Manager

Attest:

707090

RESOLUTION NO. 15-261

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Repair, improvement, and construction of railroad crossings within the city limits (2015 Railroad Crossing Improvement Program various locations) (472-85219)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **Two Hundred Ninety Thousand ($290,000)** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 25, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

CITY OF WICHITA
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property at Meridian and West Kellogg (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the amendment, declare additional property surplus and approve the sale.

Background: On February 10, 2015, the City Council declared a triangular shaped tract of land generally bound by the Union Pacific Railroad Corridor, West Kellogg and improved properties in the 600 and 700 Blocks of South Meridian as surplus property. The site consists of 16,627 square feet. The parcel was acquired in 1990 when it became landlocked due to the expansion and improvement of West Kellogg at Meridian. The closing date on the sale of this property is written in the real estate agreement as occurring on or before August 19, 2015. A Real Estate Purchase Agreement Amendment is required to extend the closing date.

The proposed buyer later inquired about the acquisition of additional land south of the parcel already under contract and along the frontage road. Public Works reviewed the parcel and determined that a portion of the site needed to be retained as road right-of-way and the remainder could be considered as surplus property. This site is estimated to be comprised of 22,000 square feet. An exact site size will be determined by a survey.

Analysis: An offer in the amount of $.72 per square foot was previously accepted for the original parcel. The proposed buyer has agreed to offer $.75 per square foot for the additional 22,000 square feet, for approximately $16,500. All City departments have been notified of the availability of the property. No governmental use has been identified.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs. The proceeds from the sale, net fees and operating expenses, will be deposited to the General Fund or as directed.

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

Recommendation/Action: It is recommended that the City Council declare the property as surplus, approve the proposed real estate agreement, and approve the real estate purchase agreement amendment.

Attachments: Real estate purchase agreement amendment, commercial real estate sales contract, and aerial map.

COMMERCIAL REAL ESTATE SALES CONTRACT

1. **PARTIES:** This Contract ("Contract") dated as of the effective date as hereinafter defined is by and between: the City of Wichita, or other owners of record., SELLER, and Hud-Sims Real Estate, LLC, and or assigns, BUYER, and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the following real estate:

A tract whose exact legal description and dimensions are to be determined by survey, with the extracted legal from said survey to be made an addendum to this contract when completed. Said legal description is expected to include all or parts of the following:
The South 50' of Lot 368, Phillips now Richmond Avenue, Martinson's 5th Addition;
Lots 370-374 Even, Phillips now Richmond Avenue, Martinson's 5th Addition;
Lots 547-553 Odd, Meridian Avenue, Martinson's 5th Addition,
That portion of the Vacated Richmond Avenue adjacent on the West of Lots 368-374 above;
That portion of the Vacated Alley between Lots 368-374 Even, Phillips now Richmond Avenue, Martinson's 5th Addition and Lots 547-553 Odd, Meridian Avenue, Martinson's 5th Addition

All in Wichita, Sedgwick County, Kansas

Such real estate shall be referred to in this Contract as the "Property".

3. **EXCEPTIONS:** The property shall be subject, however, to assessments, easements and restrictions of record and the permitted exceptions (as defined in paragraph 7 of this Contract), zoning or other land use rules, regulations, ordinances or laws.

4. **PURCHASE PRICE:** The purchase price is established at $0.75 per square foot of the gross land area (square footage), with the exact purchase price to be determined after completion of the indicated survey. The indicated purchase price calculated after completion of the survey will be made an addendum to this contract.

Buyer agrees to pay the indicated purchase price as follows: **$1,000.00** as Earnest Money to be deposited upon execution of this contract in the insured trust or escrow account of **Security First Title, Inc. CBD Wichita, KS** ("Escrow Agent"), as part of the consideration of the sale; balance to be paid at closing in guaranteed funds or cashier's check (as defined in this Contract), adjusted at Closing for proration's, closing costs and other agreed expenses.

5. **CLOSING DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place on or before 10 business days from the completion of all due diligence and contingencies through written waiver or satisfaction, and possession shall be delivered at closing.

6. **PRORATIONS:** Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. All

deposits shall be transferred to buyer at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

7. **TITLE INSURANCE:** Seller shall, within five (5) business days of completion of the indicated survey indicated in this contract or as soon thereafter as possible, deliver to Buyer a commitment (the "title commitment") issued by a company authorized to insure titles in this state for the most current form of an owner's ALTA Title Insurance Policy by which the title company ("the title company") shall agree to insure marketable fee simple title in the Buyer in the amount of the purchase price as of the date and time of recordation of the deed. However, the title commitment shall be subject to the conditions in this Contract and to customary standard exceptions, covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments and community contracts of record as of the time and date of recordation of the Deed. Buyer shall have five (5) business days after receipt of the Title Commitment (the "Review Period") in which to notify Seller in writing of any objections to any matter(s) shown or referred to in the Title Commitment. Any matter(s) which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does so object in writing, Seller shall have ten (10) days from date of receipt of buyer's notice of objections ("cure period") to cure said objections. If Seller does not cure objections by the end of the cure period, Buyer may either cancel this contract in which case the earnest money shall be returned to Buyer or Buyer may, within five (5) days from the expiration of the cure period, waive such objections and proceed to closing hereunder. One-half (1/2) of the Owners title insurance policy, the closing agent's fees and the cost of the survey shall be paid by each the Buyer and the Seller.

8 **INSPECTIONS:** Seller shall, for a period of **One Hundred Eighty (180)** business days after both the full execution of this contract and the Buyer's receipt from Seller of all due diligence related materials including any existing leases, surveys, architectural plans, and inspection reports ("the inspection period") grant Buyer reasonable access to the Property after the Effective Date of this Contract for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition or economic characteristics of the Property, zoning, or any other conditions set forth in Paragraph 21 are not suitable for Buyer, Buyer shall deliver written notice, within five (5) business days after the inspection period, to Seller that this Contract is terminated and Earnest Money shall be returned to Buyer. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 12 of the Contract.

9. **REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

10. **REAL ESTATE BROKER:** Seller and Buyer agree that no real estate brokers were involved in negotiating this sale, and that no sales commission is payable at closing. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

11. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver at closing a Special Warranty Deed, a Bill of Sale for any non-realty portion of the Property, funds and such other documents reasonably necessary to complete the Closing. The Special Warranty Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Seller and Buyer shall deliver at closing a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract.

12. **INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

14. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

15. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

a. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer.
b. If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money as total liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain specific damages)

16. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money, other escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent. All earnest money deposited in escrow by Buyer shall be applicable towards the purchase price, and refundable to Buyer in the event the items contained in Section 21 are not satisfied to the Buyer's satisfaction.

17. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

18. **NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

19. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) **August 15, 2015.**

20. **This contract is further conditioned upon satisfactory findings and completion by Buyer of the following items.**

A. SITE FEASIBILITY: The feasibility, as determined solely by Buyer, of relocating existing easements that exist on the property, rezoning of the property to allow for a specific commercial use, and the assemblage of this tract with adjacent parcels for potential redevelopment.

TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

SELLER:
The City of Wichita, Kansas, a municipal corporation:

By: _____
Jeff Longwell, Mayor

Date: _____

Mailing Address:

455 N. Main

Wichita, Kansas 67202

BUYER:
Hud-Sims Real Estate, LLC:

By: _____

Date: 07/15/2015

Mailing Address:

PO Box 48643

Wichita, Kansas 67201

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana, City Attorney and Director of Law

Kellogg & Meridian Land, Wichita, KS

REAL ESTATE PURCHASE AGREEMENT AMENDMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT made and entered into the _____day of _____, 2015 by and between City of Wichita, Seller and Hud-Sims Real Estate, LLC, Buyer.

WHEREAS, Seller and Buyer entered into that certain Purchase Agreement with the effective date of February 10, 2015 (the "Original Agreement") for the purchase and sale of certain real property described in paragraph 2 of the Original Agreement.

The legal description within Paragraph 2 shall be amended as follows:

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the following real estate:

   Lot 368, Except the South 50 Feet, Phillips now Richmond Avenue, Martinson's 5th Addition, Sedgwick County, Kansas. Exempt # 91-1122-TX

   All in Wichita, Sedgwick County, Kansas

   Such real estate shall be referred to in this Contract as the "Property".

Paragraph 8 shall be amended as follows:

8. **INSPECTIONS:** Seller shall, for a period of **Three Hundred Sixty (360)** business days after both the full execution of this contract and the Buyer's receipt from Seller of all due diligence related materials including any existing leases, surveys, architectural plans, and inspection reports ("the inspection period") grant Buyer reasonable access to the Property after the Effective Date of this Contract for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition or economic characteristics of the Property, zoning, or any other conditions set forth in Paragraph 21 are not suitable for Buyer, Buyer shall deliver written notice, within five (5) business days after the inspection period, to Seller that this Contract is terminated and Earnest Money shall be returned to Buyer. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 12 of the Contract.

All other terms and conditions of the above referenced contract remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Extension as of the day and year first above written.

BUYER
Hud-Sims Real Estate, LLC

James D. Hudson, Member

SELLER
City of Wichita, Kansas

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

COMMERCIAL REAL ESTATE SALES CONTRACT

1. **PARTIES:** This Contract ("Contract") dated as of the effective date as hereinafter defined is by and between: the City of Wichita, or other owners of record., SELLER, and Hud-Sims Real Estate, LLC, and or assigns, BUYER, and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the following real estate:

Lot 36, Except the South 50 Feet, Phillips now Richmond Avenue, Martinson's 5th Addition, Sedgwick County, Kansas. Exempt # 91-1122-TX

COPY

Such real estate shall be referred to in this Contract as the "Property".

3. **EXCEPTIONS:** The property shall be subject, however, to assessments, easements and restrictions of record and the permitted exceptions (as defined in paragraph 7 of this Contract), zoning or other land use rules, regulations, ordinances or laws.

4. **PURCHASE PRICE:** The purchase price is **Twelve Thousand Dollars (<u>$12,00.00</u>)** which Buyer agrees to pay as follows: **<u>$500.00</u>** as Earnest Money to be deposited upon execution of this contract in the insured trust or escrow account of **<u>Security First Title, Inc. CBD Wichita, KS</u>** ("Escrow Agent"), as part of the consideration of the sale; balance to be paid at closing in guaranteed funds or cashier's check (as defined in this Contract), adjusted at Closing for proration's, closing costs and other agreed expenses.

5. **CLOSING DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place on or before 10 business days from the completion of all due diligence and contingencies through written waiver or satisfaction, and possession shall be delivered at closing.

6. **PRORATIONS:** Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. All deposits shall be transferred to buyer at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

7. **TITLE INSURANCE:** Seller shall, within <u>five (5)</u> business days of complete execution of this contract or as soon thereafter as possible, deliver to Buyer a commitment (the "title commitment") issued by a company authorized to insure titles in this state for the most current form of an owner's ALTA Title Insurance Policy by which the title company ("the title company") shall agree to insure marketable fee simple title in the Buyer in the amount of the purchase price as of the date and time of recordation of the deed. However, the title commitment shall be subject to the conditions in this Contract and to customary standard exceptions, covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments and community contracts of record as of the time and date of recordation of the Deed. Buyer shall have <u>five (5)</u> business days after receipt of the Title Commitment (the "Review Period") in which to notify Seller in writing of any objections to any matter(s) shown or referred to in the Title Commitment. Any matter(s) which are set forth in the Title

Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does so object in writing, Seller shall have ten (10) days from date of receipt of buyer's notice of objections ("cure period") to cure said objections. If Seller does not cure objections by the end of the cure period, Buyer may either cancel this contract in which case the earnest money shall be returned to Buyer or Buyer may, within five (5) days from the expiration of the cure period, waive such objections and proceed to closing hereunder. One-half (1/2) of the Owners title insurance policy and closing agent's fees shall be paid by each the Buyer and the Seller.

8 **INSPECTIONS:** Seller shall, for a period of **One Hundred Eighty (180)** business days after both the full execution of this contract and the Buyer's receipt from Seller of all due diligence related materials including any existing leases, surveys, architectural plans, and inspection reports ("the inspection period") grant Buyer reasonable access to the Property after the Effective Date of this Contract for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition or economic characteristics of the Property, zoning, or any other conditions set forth in Paragraph 21 are not suitable for Buyer, Buyer shall deliver written notice, within five (5) business days after the inspection period, to Seller that this Contract is terminated and Earnest Money shall be returned to Buyer. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 12 of the Contract.

9. **REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

10. **REAL ESTATE BROKER:** Seller and Buyer agree that no real estate brokers were involved in negotiating this sale, and that no sales commission is payable at closing. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

11. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver at closing a Special Warranty Deed, a Bill of Sale for any non-realty portion of the Property, funds and such other documents reasonably necessary to complete the Closing. The Special Warranty Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Seller and Buyer shall deliver at closing a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract.

12. **INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property

through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

14. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

15. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

COPY

a. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer.
b. If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money as total liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain specific damages)

16. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money, other escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent. All earnest money deposited in escrow by Buyer shall be applicable

towards the purchase price, and refundable to Buyer in the event the items contained in Section 21 are not satisfied to the Buyer's satisfaction.

17. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

18. **NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

COPY

19. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) **February 12, 2015.**

21. **This contract is further conditioned upon satisfactory findings and completion by Buyer of the following items.**

A. SITE FEASIBILITY: The feasibility, as determined solely by Buyer, of relocating existing easements that exist on the property, rezoning of the property to allow for a specific commercial use, and the assemblage of this tract with adjacent parcels for potential redevelopment.

TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

SELLER:

CITY OF WICHITA, KANSAS,
a municipal corporation

By: _____
Carl Brewer, Mayor

Date: 2-10-15

BUYER:

By: James D. Hudson

Date: 01/12/2015

COPY

Mailing Address:

Mailing Address:

P.O. Box 48643

Wichita, KS 67201

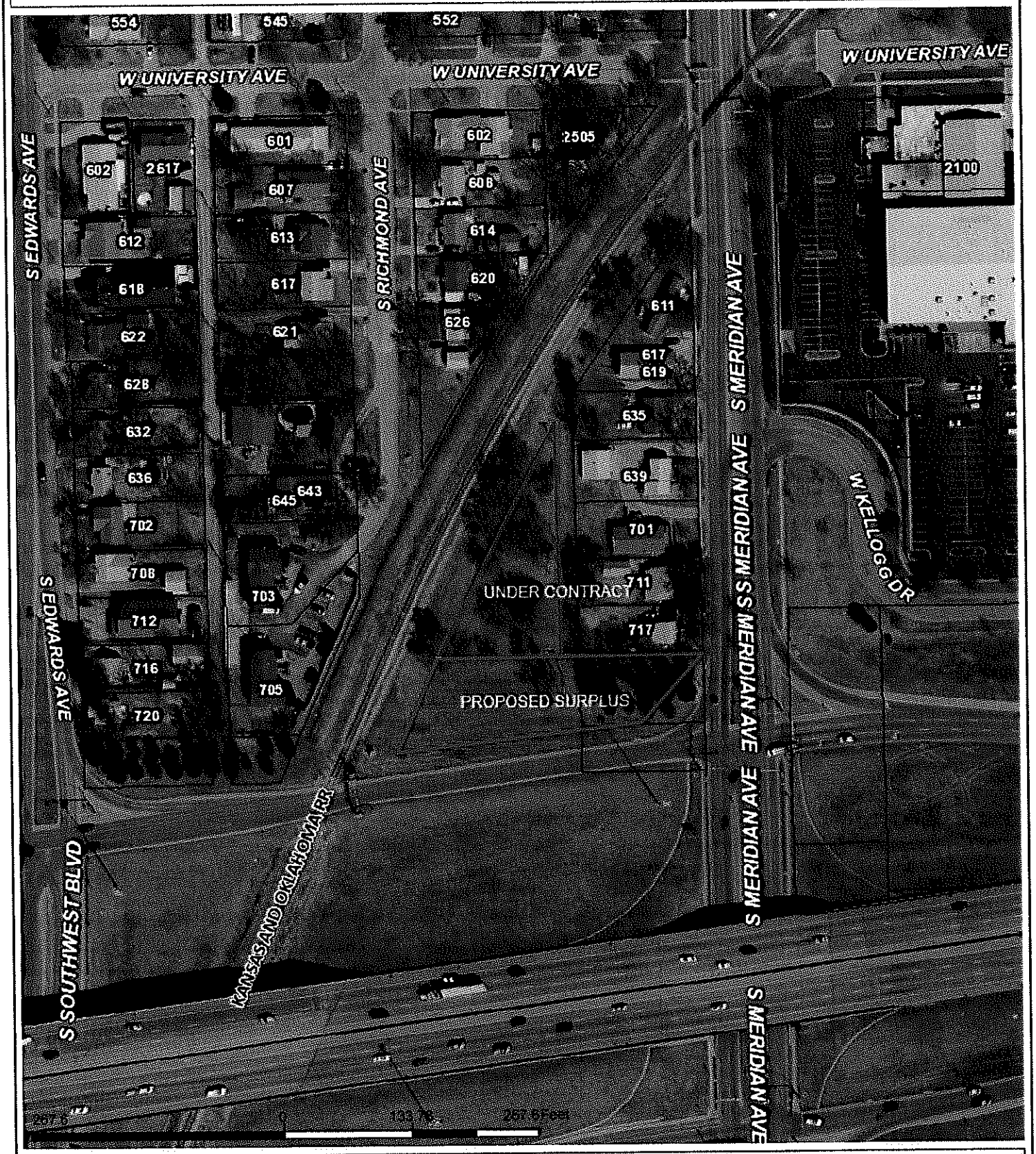
Approved as to form:

Sharon L. Dickgrafe, Interim
City Attorney and Director of Law

ATTEST:

Karen Sublett, City Clerk

Kellogg and Meridian



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

1: 1,605

Map Created On: 8/12/15 4:11 PM

CITY OF WICHITA
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property Adjacent to 641 W. 18th Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus and approve the sale.

Background: The property was acquired as part of a 1925 eminent domain action that acquired property on both sides of the river from the then north City limits to 13th Street for road opening purposes. The land between the roads on each side of the river as well as the land north of 18th Street are considered parkland, but the land west of Ferrell and south of 18th Street is considered right-of-way. The buyer is the owner of the adjacent property at 641 W. 18th Street North.

Analysis: The buyer will utilize and maintain the land as additional yard space. The City will receive $100 in addition to the survey of the surplus land to be paid for by the buyer.

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

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

Recommendation/Action: It is recommended that the City Council declare the property as surplus and approve the real estate purchase agreement.

Attachments: Real estate purchase agreement, survey, and aerial map.

dotloop signature verification: www.dotloop.com/my/verification/DL-116579761-5-1139

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 7th day of August, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Weinkauf Properties, LLC, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   A portion of Lots 36, 38 and 40 on Heiserman Avenue, North Riverside Addition to Wichita, Sedgwick County, Kansas described as beginning at a point on the north line of said Lot 36 and 120 feet east of the northwest corner of Lot 36, thence southwesterly to a point on the south line of Lot 40, said point being 122.50 feet east of the southwest corner of Lot 40, thence east along the south line of Lot 40 to a point approximately 15 feet west of the existing curb line, thence northeasterly to a point on the north line of Lot 36, said point being approximately 15 feet east of the existing curb line thence west along the north line of Lot 36 to the point of beginning. See Attached Legal Description by Armstrong Land Survey paid for by Buyer

   WF 08/07/15 10:26PM CDT
   RLP 08/07/15 4:54PM CDT
   GP 08/07/15 4:57PM CDT

   The above legal is an approximate description of the property being transferred and is not to be recorded. The actual legal description of the tract shall be determined by survey with the cost of said survey to be paid by Buyer.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to her of the above-described real property, the sum of One Hundred Dollars and Zero Cents ($100) in the manner following to-wit: cash at closing.

3. If the above referenced survey indicates that sanitary sewer lines lie within the above described parcel, the Buyer agrees to convey a perpetual easement for the area occupied by said sanitary sewer.

4. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

dotloop signature verification: www.dotloop.com/my/verification/DL-116579761-5-1139

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 31, 2015.

9. Possession to be given to Buyer at closing.

10. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.

11. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

    A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
    B. The presence or absence of any contamination by any hazardous substance;
    C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
    D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
    E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
    F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

    A. Adult Book and Video Stores
    B. Community Correctional Facilities
    C. Half-way Houses
    D. Drug or Alcohol Rehabilitation Facilities
    E. Multi-game, Casino-style Gambling Facilities
    F. New or Used Car Sales
    G. Commercial Billboards

14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

dotloop signature verification: www.dotloop.com/my/verification/DL-116579761-5-1139

15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

Weinkauf Properties, LLC

Deborah L Potter — dotloop verified 08/07/15 4:54PM CDT ZHUP-ZMQL-PU1V-QXAR

A Licensed Real Estate Agent in Kansas

Managing Member

Wallace Frelander — dotloop verified 08/07/15 10:26PM CDT SW7O-DXYV-KGRP-DULP

Greg Potter — dotloop verified 08/07/15 4:57PM CDT WQTO-8GVT-GLDY-Q6ZZ

SELLER

Jeff Longwell, Mayor

ATTEST:

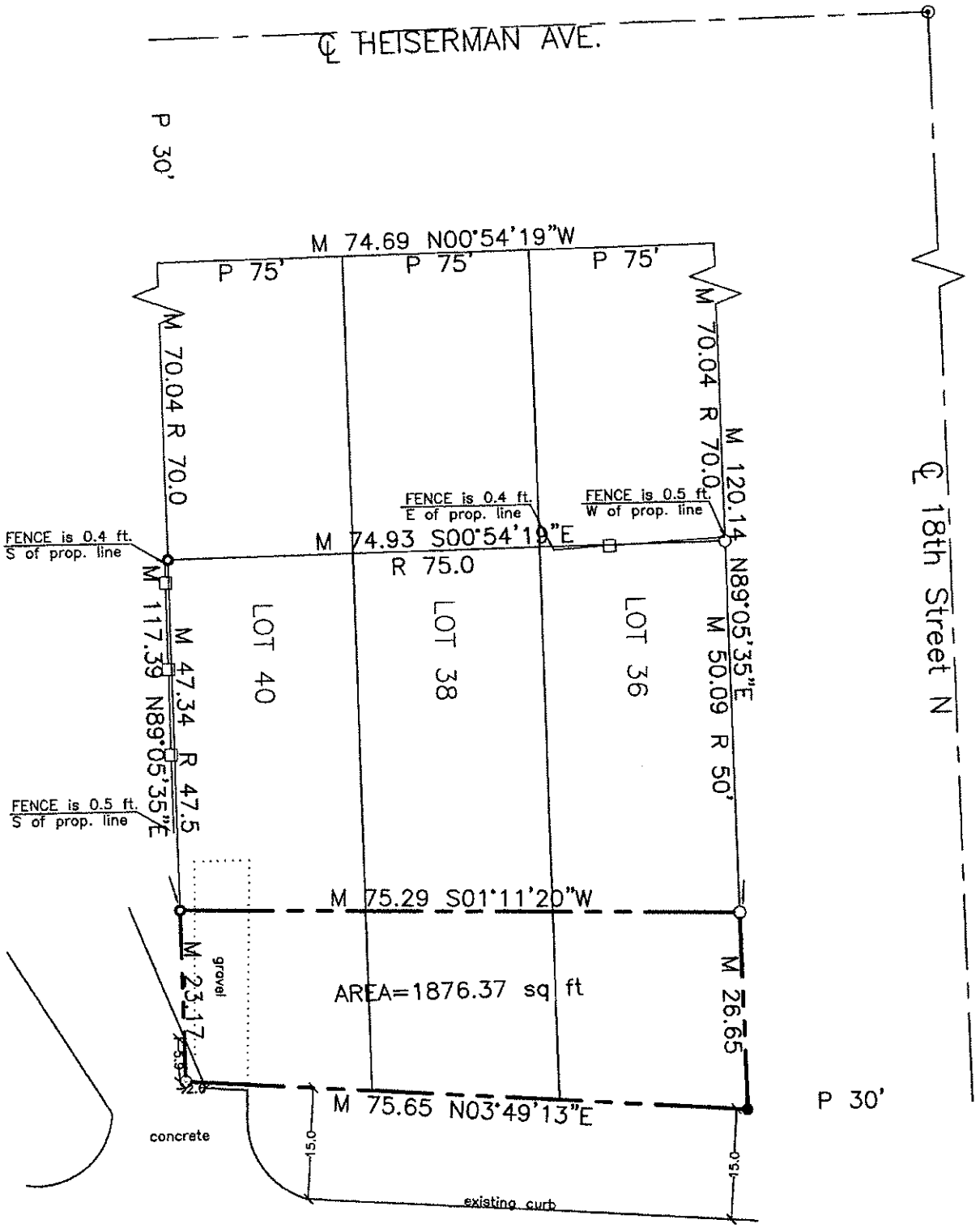
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

● – "Armstrong" capped rebar set
⊙ – iron in thimble found
⊙ – chisled "X" in concrete found
○ – 1/2" iron pipe found
o – #4 rebar found
M – measured distance
P – plat distance
R – record distance

SCALE 1"=20'



W.O. #36750
Page 2 of 2

Armstrong Land Survey, P.A.

1601 E. Harry
WICHITA, KS 67211

Ph. (316)263-0082
Fax (316)263-0092

State of Kansas)
County of Sedgwick) SS

I, Donald C. Armstrong, registered and authorized to practice Land Surveying in said state and county do hereby certify that I caused to be surveyed and did prepare the following:

A Portion of Lots 36, 38 and 40, Heiserman Avenue, North Riverside Addition to Wichita, Sedgwick County, Kansas, described as COMMENCING at the Northwest corner of said Lot 36; THENCE N89°05'35"E along the North line of said Lot 36, 70.00 for a point of BEGINNING; THENCE S01°11'20"W, 75.00 feet to a point on the South line of said Lot 40, said point being 70.00 East of the Southwest corner of said Lot 40; THENCE N89°05'35"E along the South line of said Lot 40, 70.67 feet to a point 15 feet West of a curb line; THENCE N03°49'13"E parallel with said curb line, 75.65 feet to the North line of said Lot 36; THENCE S89°05'35"W along the North line of said Lot 36, 76.65 feet to the point of BEGINNING, containing 5,534.44 square feet more or less and subject to easements of record.

The accompanying sketch is a true and correct exhibit of said survey.

Date of survey: July 20, 2015

Donald C. Armstrong R.L.S.#780

DONALD C. ARMSTRONG
LS 780
7-24-15
KANSAS
LAND SURVEYOR

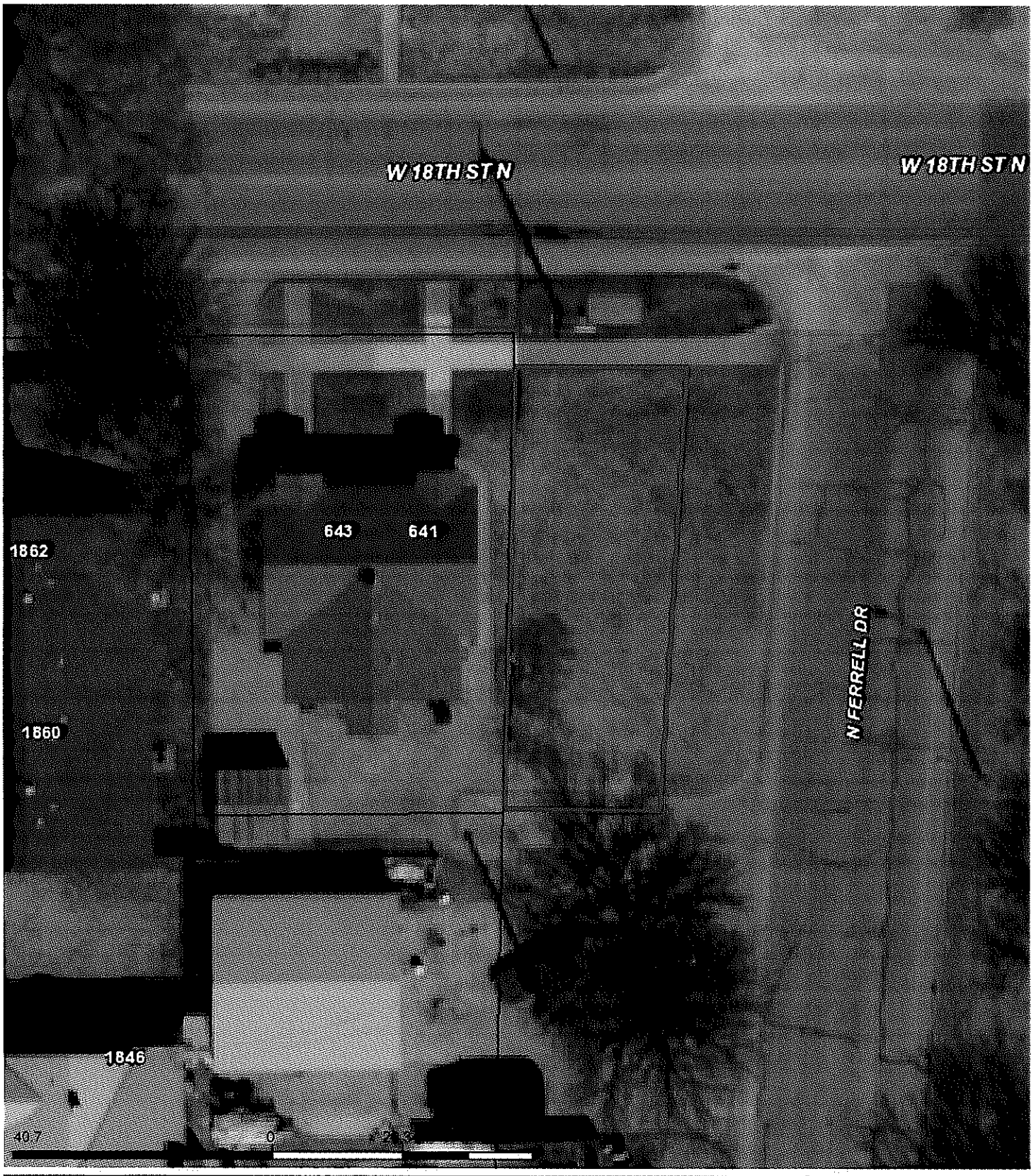
State of Kansas)
County of Sedgwick) SS

Signed or attested before me on this 24 day of July, 2015 by Donald C. Armstrong.

Notary Public
Jordan M. Doom

My commission expires: March 8, 2017

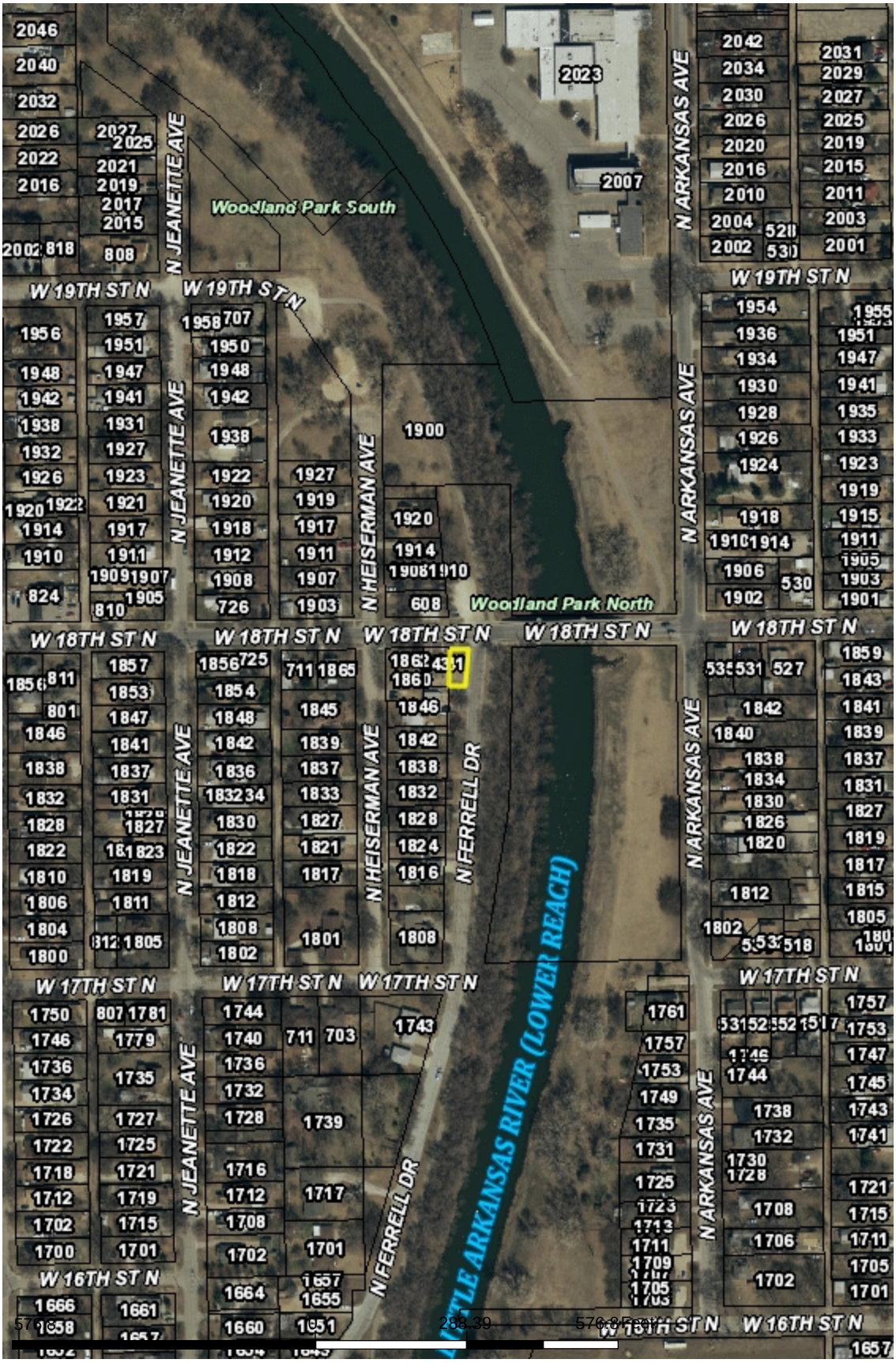
JORDAN M. DOOM
Notary Public - State of Kansas
My Appt. Expires 03-08-17



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

1: 244

Map Created On: 8/12/15 4:55 PM



Legend

- Parcels

1: 3,461

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

Map Created On: 8/19/15 4:53 PM

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: 2014 Community Services Block Grant Budget Adjustment

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the 2014 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

Background: Community Services Block Grant Funds (CSBG) are allocated through the U.S. Department of Health and Human Services (HHS) to support programs that address the needs of persons with low incomes. In Kansas, CSBG funds are administered by the Kansas Housing Resources Corporation (KHRC) and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years, the City of Wichita has been designated as a CAP and has received CSBG funds for Wichita and Sedgwick County. The Housing and Community Services Department administers the local CSBG program through the Wichita Sedgwick County Community Action Partnership (WSCCAP).

Funding is provided to the WSCCAP following KHRC approval of an application which designates categories of use for the funds. The City Council authorized staff to submit an application for the 2014 CSBG program on February 4, 2014. The application included allocations of $50,000 for Summer Activity Camp; $104,125 for Administration; $160,674 for an Employment and Training contract to provide job readiness training and employment services for adults 18 and older; $175,000 to Project Access to provide prescription assistance and durable medical equipment to uninsured persons; and $445,348 to provide case management and supportive services to CSBG eligible individuals and families. The KHRC approved the application and awarded a grant of $907,355 with an ending date of September 30, 2015.

Analysis: The employment and training contract was awarded to the Workforce Alliance of South Central Kansas. In early August 2015, Workforce Alliance staff contacted WSCCAP to advise that they would not be able to fully expend the 2014 contract amount. Workforce Alliance reported a decrease in client enrollments for short-term occupational skills training in demand occupations as the reason it could not fully expend its contract funds. Workforce Alliance staff estimates an unexpended balance of not more than $60,000. The exact amount will be known when the City's financial records through September 30, 2015, are available.

In order to fully expend the 2014 allocation before the September 30, 2015 funding end date, staff has developed a strategy to utilize all funds. The proposal will allocate unspent funds to expenses for The Way to Work summer program for 16 and 17 year-olds. That program was funded with 2015 CSBG funds.

In order to implement this strategy, staff has developed a change in the 2014 Program Scope, to include the 2015 The Way to Work-For Life (TWTW-FL) summer youth employment program. The proposed modification serves two purposes: 1) it allows the City to fully expend the 2014 funds by charging 2015 TWTW-FL expenses to that budget and 2) it makes more funds available from the 2015 TWTW-FL allocation to support the 2016 TWTW-FL program.

The staff proposal also includes utilizing remaining unspent FFY 2014 funds for allowable costs in the Individual and Family Development (IFD) program, specifically personnel costs for six WSCCAP staff, client supportive services, materials and supplies for August and September.

Administrative Regulation 2.4 requires City Council approval of budget adjustments which reflect a substantial program or financial change in excess of $25,000. In addition to City Council approval, this budget adjustment and Request for Change in Scope also requires review by the CSBG Review Committee and re-submission to the KHRC. The Review Committee met on August 13, 2015 and recommended approval of the change. City staff has contacted KHRC and made it aware of the pending request. KHRC has agreed to accept the request following Council approval.

Financial Considerations: There is no impact to the General Fund as a result of this action.

Legal Considerations: The Law Department has approved the request for change in scope process as to form.

Recommendation/Action: It is recommended that the City Council approve the 2014 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

Attachments: Request for Change in Scope Summary and Community Action Plan.

City of Wichita
Wichita Sedgwick County Community Action Partnership
FFY 2014 CSBG Non-Discretionary Grant
Change in Scope Proposal/Budget Revision

Per requirements outlined in CSBG 5304

A. Detailed information addressing the need for the proposed change:

In early August 2015, Workforce Alliance of South Central Kansas, Inc. staff contacted the Wichita Sedgwick County Community Action Partnership (WSCCAP) to advise that they would not be able to fully expend the contract amount which was allocated from the City's 2014 CSBG funds. Workforce Alliance provides employment and training services to WSCCAP Individual and Family Development (IFD) clients. Workforce Alliance reported a decrease in client enrollments for short-term occupational skills training in demand occupations as the reason they could not fully expend their contract funds. Workforce Alliance staff anticipates an unexpended balance of not more than $60,000.

The estimated amount of funding returned by the provider may vary from August up until the final invoices are submitted by the contract provider. The exact amount will be known when the City financial records through September 30, 2015, are available.

B. Justification for the change:

In order to fully expend the 2014 allocation before the September 30, 2015 funding end date, City of Wichita-WSCCAP staff has developed a strategy to utilize all funds. Staff propose a change in Program Scope to the FFY CSBG 2014 grant application to include the 2015 The Way to Work-For Life (TWTW-FL) summer youth employment program. The TWTW-FL program was not included in the original 2014 budget. Instead, this program was funded with the 2015 allocation. The proposed modification serves two purposes. 1) It allows the City to fully expend the 2014 funds by charging 2015 TWTW-FL expenses to that budget. 2) It makes more funds available from the 2015 TWTW-FL allocation to support the 2016 TWTW-FL program.

This proposal also includes utilizing remaining unspent FFY CSBG 2014 funds for allowable costs in the IFD Program, specifically personnel costs to provide case management and supportive services to IFD clients, and materials and supplies through the end of the grant cycle which is September 30, 2015.

Staff subsequently discussed the proposal with KHRC and received KHRC's waiver of Policy 5305 by email on August 4, 2015, that requires a change in scope be done within 60 days of the end of the grant period. The FFY 2014 CSBG Non-Discretionary grant will end on September 30, 2015.

C. Description of the impact that the change will have on services to low-income people:

The proposed modification will allow the City to fully expend the 2014 funds by charging 2015 allowable costs to that budget, specifically personnel costs for providing case management and supportive services to IFD clients on their journey to becoming more financially independent.

The proposed modification will also make more funds available from the 2015 TWTW-FL summer youth employment program allocation to support the 2016 TWTW-FL program. This would give another opportunity for low-income youth ages 16-17 to obtain a job, who otherwise may not have the opportunity to obtain. CSBG funds paid the wages for 19 low-income youth, ages 16-17, to work nine weeks in the summer of 2015. The program's goal is to determine how well the 16 and 17 year olds absorbed the lessons taught when they were in the TWTW program at ages 14 and 15, and to reinforce those lessons. It also gave them the opportunity to apply those lessons as they prepare for high school graduation. All 19 participants completed the full 9 weeks successfully.

D. Updated Budget Sheets, as applicable

The following summary reflects the approximate amounts expected to be returned and the proposed uses, and is presented for illustrative purposes. Exact figures will not be known until toward the end of September. However the goal will be to charge all eligible TWTW expenses from the 2015 program with the balance applied to staff costs.

2014-2015 Employment & Training Contract	$60,000 unexpended funds
TWTW FL 2014 costs (new program for 2014 CSBG)	$33,000
2014 Individual & Family Development staff costs	$27,000

E. Updated Community Action Plan, if applicable

Attached is Attachment C, Modified Logic Model – Community Action Plan, that addresses The Way to Work-For Life 16-17 year olds program costs as well as the needs and outcomes of the program.

F. Updated Performance Targets, if applicable

No changes to Performance Targets needed.

G. Evidence that the Board of Directors/Administering Board has reviewed and approved the amendment/revision

Attached is a copy of the minutes from the CSBG Review Committee meeting on August 13, 2015 during which the Review Committee approved staff recommendation for a change in scope and budget adjustment. The Committee recommended submission of the changes to the City Council and KHRC.

ATTACHMENT C

MODIFIED LOGIC MODEL – COMMUNITY ACTION PLAN

Project Title: The Way to Work – For Life 16-17 year olds Key Personnel: WSCCAP Program Manager, Program Specialists (3), Secretary, Fiscal Specialist

Total Estimated Cost: $33,000 Est. Cost to CSBG: $33,000 Est. % of Agency's CSBG Allocation: 3.6%

Overarching National Goal: 1. Low-income people become more self-sufficient.

Situation/Needs Statement (Family, community and agency need(s) drawn from agency assessments – data driven.)	According to the Wichita and Sedgwick County Housing Authority, there are 2,800 families living in Public Housing and/or using Section 8 Housing Choice Vouchers in the first half of 2014. These families have met federal low-income guidelines, many of whom are at the 30% of area median income and/or at 125% of the poverty rate for Wichita/Sedgwick County. Many of these households have multiple generations residing together. Generational poverty is defined by having been in poverty for at least two generations and will be the target group for the Individual and Family Development Program (IFD). Also, according to the 2013 United Way Needs Assessment, preparing young people for the workforce and youth development/character building are two of the highest scoring education concerns among survey takers within the south central Kansas area. Preparing young people for the workforce also scored as the 2nd most important community needs among community respondents and community leaders.
Activities/Interventions (The strategies that will be deployed to impact the situation. Define the volume/scope of activity/work. Include the number of anticipated customers, if applicable.)	Target population for this program are Section 8/Public Housing youths who have participated in *The Way to Work* (*TWTW*) as a 14 and/or 15 year old and are now 16 or 17 years of age. Much like the CDBG funded program *The Way to Work* for the 14-15 year old age group that CSBG funds provide support for, *TWTW – For Life* will place 16-17 year olds (all of whom participated in TWTW in the past) into part time jobs. Unlike *TWTW* in which the 14 and 15 year old participants are accepted on a first come-first served basis, the *TWTW For Life* group will have to apply knowledge learned from the earlier program to apply and interview for the opportunity to participate in the "For Life" program. Successful applicants will work part time Monday through Thursday and have a workshop on every Friday in June and July, 2015. WSCCAP staff will facilitate or arrange for workshops to be conducted in a classroom type setting, or perhaps through field trips. Topics and curriculum will be a bit more advanced than what was presented to them during their *TWTW* (14-15 year old) participation. Financial literacy will be one of the main topics and a savings match incentive program will be offered for all participants. Additionally, support services will be provided such as pre-employment costs, uniform purchases, and transportation assistance as needed.
This approach is: ☐ Evidence Based[1] ☒ Evidence Informed[2] ☐ Neither Evidence Based or Evidence Informed	
Outcome(s) (What is expected to happen; what changes will be observable; what will be the result?)	• 20 Youths will apply, interview and be placed into a part time job • 20 Youths will improve social/emotional development • 10 Youths will participate in a savings program
Evaluation (How can the outcome/result be proven? How will the agency know what happen?)	Data will be collected from WSCCAP staff who will track success of the participants and supportive services requested.
Measurement Tool(s) (Identify the type of tool(s) used to collect/measure the outcome.)	Excel spreadsheets in addition to data entered into the CAP60 database will be utilized to measure program outcomes.

Data Sources/Collection Procedures (Describe the sources of data, how it's collected & identify responsible staff position.)	WSCCAP staff will collect data from case management narratives and reports.
Frequency of Data Collection	Data will be collected on a weekly basis due to the short length of this program.

Efficacy Statement (What evidence guides the agency to believe that the defined activities/interventions will measurably impact the situation?): 20 youth improving social/emotional development: According to this website, http://www.meac.org/EmotionalSecure/Positive%20Youth%20Development.pdf regarding youth development research, "Key elements to the Youth Development approach are the following:

• Youth are viewed as a valued and respected asset to society;
• Policies and programs focus on the evolving developmental needs and tasks of adolescents, and involve youth as partners rather than clients;
• Families, schools and communities are engaged in developing environments that support youth;
• Adolescents are involved in activities that enhance their competence, connections, character, confidence and contribution to society;
• Adolescents are provided an opportunity to experiment in a safe environment and to develop positive social values and norms; and
• Adolescents are engaged in activities that promote self-understanding, self-worth, and a sense of belonging and resiliency."

The Way to Work – For Life summer youth employment is designed to incorporate the above principles. Successful youth participation in the *TWTW-For Life* program would satisfy the social/emotional development goal based on evidence.

Also, the following was taken from http://sccounty01.co.santa-cruz.ca.us/prb/media%5Cemployment%20prgs%20and%20youth%20development.pdf which is synthesis on Employment Programs and Youth Development.

"Work experience helps young people become personally and socially mature. Parents believe that jobs will teach their adolescents to be dependable, punctual, and responsible (Greenberger & Steinberg, 1986), and working adolescents are more likely to describe themselves as possessing these qualities than nonworking adolescents (Greenberger, 1984). Employment (specifically, working during the senior year in high school) is associated with positive outcomes 6 to 9 years later, particularly for young women who work moderate hours (Ruhm, 1997). The benefits include higher annual earnings, greater likelihood of receiving fringe benefits, and higher status occupations."

[1] Evidence-Based Practice - Approaches to prevention or treatments that are validated by some form of documented scientific evidence. These could be findings established through scientific research, such as controlled clinical studies or other comparable and rigorous methods.

[2] Evidence-Informed Practice - Approaches that use the best available research and practice knowledge to guide program design and implementation within context. This informed practice allows for innovation and incorporates the lessons learned from the existing research literature.

Minutes of the
Community Services Block Grant (CSBG) Review Committee
Thursday, August 13, 2015, 11:30 a.m. (Special Meeting)
Greenway Manor Conference Room, Housing & Community Services Department
315 N Riverview; Wichita, Kansas 67203

MEMBERS PRESENT
June Bailey, Chair
Jerry Prichard
James Thompson
Pamela Williams
Lynette Woodard
Joshua Hofer
Joel Weihe
Bruce Gass

STAFF PRESENT
Mary K. Vaughn, City of Wichita
Michelle Cole Rucker, City of Wichita
Donny Henning, City of Wichita
Ryan Tyree, City of Wichita
Sharene Thompson, City of Wichita
Taj Terry, City of Wichita

MEMBERS ABSENT
Sr. Karen Salsbery, Vice Chair
Denise O'Leary-Siemer, Secretary
Teresa Cook
Nancy Wilhite

1. Meeting Call to Order, Introductions and Attendance Notifications

June Bailey — Bailey called the meeting to order at 11:35 a.m. A quorum was present.

June Bailey — The Community Action Promise was read aloud in unison.

2. Approval of the Agenda

June Bailey — Bailey asked if there were any additions or recommended changes to the August 13, 2015 meeting agenda. There being no additions or changes, Bailey asked for a motion to approve the August 13, 2015 meeting agenda.

Motion-- — Bruce Gass (James Thompson) made a motion to approve the August 13, 2015 meeting agenda.

--Carried — The motion passed unanimously.

3. Approval of the July 9, 2015 Meeting Minutes

June Bailey — Bailey noted that per Bylaws, the Chairperson, can call for minutes of previous meeting to be reviewed/approved at regularly scheduled

meetings. Therefore, the minutes for July 9 and August 13 meetings will be reviewed/approved at September 3, 2015 meeting.

No action required.

4. CSBG FFY2014 Non-Discretionary Formula Grant Request for Change in Scope

Michelle Cole Rucker

Rucker advised the Review Committee that Workforce Alliance contacted WSCCAP staff early August 2015 to advise that they would not be able to fully expend the 2014 contract amount. They reported a decrease in client enrollments for short-term occupational skills training in demand occupations as the reason they could not fully expend their contract funds. Workforce estimates an unexpended balance of not more than $60,000. The exact amount will be known when the City financial records through September 30, 2015 are available.

In order to fully expend the 2014 allocation before September 30, 2015, Rucker explained staff's proposal to request a change to the 2014 Program Scope to include the 2015 The Way to Work-For Life (TWTW-FL) summer youth employment program. The TWTW-FL program was the summer of 2015 pilot program for kids 16-17 years old who were in the TWTW program previously as 14 and/or 15 year olds.
Rucker noted the proposed modification would serve two purposes: (1) It would allow the City to fully expend the 2014 funds by charging 2015 TWTW-FL expenses to that budget; and (2) It would make more funds available from the 2015 TWTW-FL allocation to support the 2016 TWTW-FL program.

The proposal also includes utilizing remaining unspent FFY 2014 funds for allowable costs in the Individual and Family Development (IFD) Program, specifically personnel costs for six WSCCAP staff, client supportive services, materials and supplies for August and September.

Rucker noted that staff had contacted KHRC and discussed the proposal and KHRC agreed to waive the CSBG regulation deadline that requires a change in scope be submitted 60 days prior to the end of the grant period. KHRC is now waiting for the formal request to be submitted with recommendation from Review Committee to go to City Council for approval. Rucker reported that staff is scheduled to go to City Council on August 25, 2015.

June Bailey

Following Committee discussion, Bailey noted the Recommended Action for Agenda Item 4 is to approve request for Change in Scope to CSBG FFY 2014 Non-Discretionary Grant and budget increase for

Individual and Family Development Program, and submit to the City Council for approval and submission to the KHRC.

Motion-- Pamela Williams (Joel Weihe) made a motion to approve the request for Change in Scope to CSBG FFY 2014 Non-Discretionary Grant and budget increase for Individual and Family Development Program, and submit to the City Council for approval and submission to the KHRC.

--Carried The motion passed unanimously.

5. CSBG FY2014 and FY2015 Expenditure Reports

June Bailey Bailey referenced expenditure reports and asked if there were any questions. There were no questions. Bailey noted that the recommended action for Agenda Item 5 is to receive and file report.

6. Next CSBG Review Committee Meeting

June Bailey Bailey noted that the recommended action for Agenda Item 6 is to confirm or reschedule the next regularly scheduled meeting on September 3, 2015 per PY 2015 Planning Calendar.

Bruce Gass Gass inquired as to why the Review Committee had met monthly for a couple of months when the meetings were scheduled as bi-monthly.

Michelle Cole Rucker Rucker noted that per CSBG regulations and as stated in the Bylaws, there is a minimum of 6 meetings required annually, and special meetings can be called when needed, at the discretion of the Chairperson. The special meetings do not count toward the minimum 6 meetings, and are only scheduled for special activities. Generally, these activities are time-sensitive and cannot wait for the regularly scheduled bi-monthly meetings. This was the case with the Review Committee being selected as the Selection Committee for the Request for Proposal issued to obtain a vendor for the 2015-2016 Employment & Training Contract. And today's agenda item, to review staff proposal regarding strategy to complete expend the 2014 CSBG grant allocation. Both of these were time-sensitive activities.

Bruce Gass Gass inquired as to why the meetings were held at 11:30 am during the middle of lunch.

Michelle Cole Rucker Rucker noted that the meeting date & time was scheduled some time ago based on Committee availability as well as before grant allocation decreasing annually, staff provided lunch so as not to inconvenience Committee members for attending the meetings. She also added that Committee can change date and time based on its decision – staff is flexible.

7. Adjourn

June Bailey — Due to members having to leave as soon as the agenda item was approved, Bailey adjourned the meeting at 12:03 pm.

Respectfully Submitted, _____ _____
Denise O'Leary-Siemer, CSBG Review Committee Secretary — Date

_____ _____
June Bailey, Chairperson — Date

City of Wichita
City Council Meeting
August 25, 2015

TO: Mayor and City Council

SUBJECT: 2016 Victims of Crime Act (VOCA) Grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the submission of the grant application and authorize the Mayor to sign the grant upon approval.

Background: The Wichita Police Department (WPD) has received Victims of Crime Act (VOCA) funding since 2002 to support Victim Advocacy and Services. The amounts we received annually have varied due to available funding from the State of Kansas. For the period beginning October 1, 2015 to September 30, 2016, the State of Kansas is receiving approximately $17 million in VOCA funding to apply directly to victim services. This represents four times the amount of VOCA funding the State has received historically. The State of Kansas anticipates receiving this amount for the next three to five years.

Analysis: It is WPD's desire to improve Victim Assistance services by adding an additional victim advocate to support a new Domestic Violence Lethality Project, and implementing a Victim Assistance Dog Program for supporting crime victims during the initial impact of trauma. The VOCA grant will require a 20 percent local match and staff will identify funding in the Police budget to match any potential grant award.

Financial Considerations: WPD is requesting $225,603 with 80 percent ($180,482) provided by VOCA funding and 20 percent ($45,121) provided by a local match, budgeted in the General Fund.

Legal Considerations: The Law Department will review and approve the grant application for submission and receipt of the grant funds.

Recommendations/Actions: It is recommended the City Council approve the submission of the grant application and authorize the Mayor to sign the grant upon approval.